THE
North-China Herald.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ of all Notifications proceeding from Her Majesty's Legation and Superintendency of Trade in China.
H. M.'s Legation, Shanghai, 22nd June, 1860.
E. St. JOHN NEALE,
Secretary of Legation.

OFFICIAL NOTIFICATION.—It is hereby notified that until further orders, the *North-China Herald* is to be considered the Official Organ in China, of all Notifications proceeding from Her Britannic Majesty's Legation and Consulates in Japan.
H. B. M.'s Legation, Yedo, 20th July, 1861.
LAURENCE OLIPHANT,
Secretary of Legation.

Vol. XIV., N°. 693. SHANGHAI, SATURDAY, NOVEMBER 7, 1863. Price, Taels 15 ₩ Annum.

INTIMATIONS.

NOTICE

ALL persons indebted to the Estate of P. P. Ellis, deceased, are requested to make immediate payment to the undersigned, and all claims are required to be presented before the 1st proximo.

GEORGE F. HEARD,
Administrator.
tf 248 Shanghai, 9th October, 1863.

Consulate of the United States.
Shanghai, China, Sept. 30th, 1863.

WHEREAS Thomas Walsh has this day entered a suit against the late firm of Howard & Co. of Shanghai and has attached property of the said firm or any individual member thereof, in the hands of H. K. Drake & Co, Shanghai, to the amount of *one thousand dollars*. Now, therefore if the said Howard & Co. do not be and appear before this Court within six (6) months from the date hereof, Judgment will be recorded against them.

GEORGE F. SEWARD,
tf 238 *U. S. Consul.*

In the Estate of William Raymond Gingell, Esquire, *late H. B. M.'s Consul at Hankow, deceased.*

ALL persons indebted to the above Estate are requested to make immediate payment to he Undersigned, and claims against it must be forwarded to him immediately.

J. A. WEBSTER,
Acting Consul.
H. B. M.'s Consulate,
Hankow, 15th August, 1863. 24de 201

In the Estate of T. L. Hay, Esqr. *deceased.*

ALL persons indebted to the above Estate are requested to make immediate payment to the Undersigned, and claims against it must be forwarded to him before the 1st day of January next.

J. A. WEBSTER,
Acting Consul.
H. B. M.'s Consulate,
Hankow, 15th August, 1863. 24de 202

NOTIFICATION.

During the temporary absence from Shanghai of the Prussian Consul General M. de Rehfues, all communications with the Consulate General will be received by the undersigned.

THEODOR PROBST,
H. Pr. M.'s Vice-Consul.
tf 57 Shanghai, 23rd February, 1863.

SHIPPING.

CIRCULAR.

THE P. & O. S. N. Co.'s Steam-ship *Pekin*, Capt. Soames, will be despatched from Shanghai, on *Monday, the 9th proximo, at daylight* (or such time of the night *of the 8th* or morning of the *9th* as the state of the tides may require,) with Her Majesty's Mails for conveyance to Europe *via* Hongkong.

She will have room for 2,000 Bales of Silk for Ports beyond Suez, applications for which will be received until noon of *Monday, the 2nd prox.*, when the usual allotment will be made.

Cargo will be received on board up to 5 p.m. *of Friday, the 6th proximo*, and Parcels, at this Office until *noon* of the same day.

Correct forms of Bills of Lading can be had on application to this Office.

E. WARDEN,
P. & O. S. N. Co.'s Office, *Agent.*
Shanghai, 30th October, 1863.

N.B.—Shippers of Cargo on the Company's Black Bills of Lading are particularly requested to note the terms and conditions of these Bills of Lading with reference to the transhipment and forwarding of Cargo, with a view to the adequateness of their Insurance Polices in respect of the same.

TOWING.
THE TUG BOAT
"MARTIN WHITE"

is prepared to tow in the Woosung and Yangtsze Rivers. Orders left with the Captain on board or with the Undersigned will be promptly attended to.

A. L. FREEMAN.
tf 31 Shanghai, January 12th, 1863.

NOTICES OF FIRMS.

NOTICE.

THE Notice given by the undersigned dated Yokohama, 15th September 1863, admitting Mr. Woodthorpe Charles Clark, and Mr. Henry John Hooper as Partners in our business at Yokohama is hereby withdrawn, the arrangement not having been perfected, and the business will be continued as heretofore on our own account.

COOPER & Co,
24no 266 Shanghai, 23rd October, 1863.

NOTICE.

MR. JULES CHAPELLE is authorized to sing our firm per procuration.

MEYNARD, COUSIN & Cie.,
tf 249 Shanghai, 10th October, 1863.

NOTICE.

MR. George Harley Webster is authorized to sign our firm per procuration, at Tientsin.

PHILLIPS, MOORE & Co.
tf 250 Shanghai, 6th October, 1863.

NOTICE.

MR. Fullarton Henderson and Mr. John I. Miller have been admitted Partners in our firm since the 1st of July last.

JARVIE THORBURN & Co.
2ja 246 Shanghai, 1st October, 1863.

NOTICES OF FIRMS.

NOTICE.

THE Business of the Undersigned will hereafter be carried on by their Successors Messrs. Trautmann & Co., who have taken over their Assets and Liabilities.

HARKORT & Co.
Shanghai, 30th May, 1863.

THE Business hitherto carried on by Messrs. Harkort & Co., will be continued by the Undersigned, under the Firm of Trautmann & Co., they having taken over all Assets and Liabilities of their Predecessors.

Johann Friederich Heinrich Trautmann.
Frederick Horsen Block.
August Wietens.
6ju-64 144 Shanghai, 1st June, 1863.

NOTICE.

THE Undersigned has this day established himself at this Port as a *General Commission Agent*, under the style of Cowie & Co.

GEO. J. W. COWIE.
高易行 *Kow-yih Hong.*
nearly opposite Dr. Bell's Residence,
in Fuchau Road.
tf 26 Shanghai, 18th November, 1862.

NOTICE.

WE have established a Branch Office in Hankow.

WHITFIELD & KINGSMILL.
Civil Engineers & Architects.
tf 149 Shanghai, June 12th, 1863.

NOTICE.

MR. THOS. W. STILLMAN is authorized to sign our Firm.

H. FOGG & Co.
tf 227 Shanghai, 17th August, 1863.

NOTICE.

MR. G. SCHAUWECKER is this day admitted a partner in our Firm in China and Japan, which will in future be carried on under the style of Fajard, Schauwecker & Co.

EUGENE FAJARD & Co.
tf 145 Shanghai, 6th June, 1863.

NOTICE.

THE interest and responsibility of Mr. James C. Hasson in our Firm, ceased on the *24th January*, 1863.

WAINWRIGHT & Co.
Shanghai, 12th March, 1863.

MR. John Thorne is authorized to sign our Firm per procuration.

WAINWRIGHT & Co.
tf 89 Shanghai, 12th March, 1863.

NOTICE.

THE interest and responsibility of Mr. William Gunston Howell in our Firm ceased on the 31st ultimo, and Mr. Thomas Moncreiff was admitted a partner on the 1st Instant.

GEO. BARNET & Co.
Shanghai, 6th April, 1863.

WITH reference to the above, notice is hereby given that the Partnership heretofore subsisting between the undersigned and Mr. Francis Hamilton Grove, under the firm or style of Moncreiff, Grove & Co., in Shanghae, determined by mutual consent on the 31st ultimo.

Their business has been transferred to Messrs. Geo. Barnet & Co., and will be carried on by Mr. F. H. Grove in London, in connection, as before, with Messrs. H. & J. Johnston & Co., of that city, and in China, with Messrs. Geo. Barnet & Co.

THOS. MONCREIFF.
tf 88 Shanghai, 6th April, 1863.

NOTICE.

MR. Clement Lucas is authorized to sign our Firm in China *per procuration.*

BLAIN, TATE & Co.
28no 135 Shanghai, 29th May, 1863.

NOTICE.

NOTICE is hereby given that Messrs. Dickson & Co. are appointed Agents for the Ningpo Force and all business matters henceforth will be conducted by that Firm.

J. E. COOKE.
Col. Commanding,
Anglo-Chinese Contingent Ningpo.
tf 277 Ningpo, 18th May, 1863.
(Oct., 31st)

NOTICE.

THE Undersigned have this day established a Branch of their business, as *Merchants and Commission Agents*, at this Port under the management of Mr. William Adamson.

THE BORNEO COMPANY "LIMITED"
tf 218 Hongkong, 1st August, 1863.

NOTICE.

I have this day established myself at this Port, as *Tea Inspector and General Commission Agent*, under the style of Nordaby & Co.

G. NORDABY.
tf 265 Hankow, 15th October, 1863.

NOTICE.

THE Undersigned has *this-day* Established himself in business at Hankow under the Style and Firm of Innes & Co.

JAMES INNES.
tf 166 Hankow, 1st July, 1863.

NOTICE.

MR. EDWARD TOWNEND is this day admitted a Partner in my business which will in future be carried on under the Firm and Style of Davies, Townend & Co.

R. B. DAVIES.
tf 110 Hankow, 1st. May, 1863.

NOTICE.

MR. Charles William Matthew Hudson is admitted a Partner in our Firm.

CRAVEN WILSON & Co.
tf Hankow, 1st July, 1862.

NOTICES OF FIRMS.

NOTICE.

WE have established a Branch of our Firm at this Port under the direction of our Mr. C. W. M. Hudson.

CRAVEN WILSON & Co.,
of Hankow.
tf 104 Chinkiang, 20th April, 1863.

NOTICE.

I have this day established myself at this Port as *General Agent, and Commission Merchant.*

JOHNSTONE SMITH.
tf 114 Chinkiang, 1st May, 1863.

NOTICE.

MY Tea Inspection and Commission business at this port will from this date be carried on under the Firm of Archibald Little & Co.

ARCHIBALD J. LITTLE.
19de 155 Kiukiang, 1st June, 1863.

NOTICE.

WE have this day established a branch of our Firm at the port of Chinkiang, and have authorized Mr. Vincent Pickenpack, to sign our firm there.

ARCHIBALD LITTLE & Co.
19de 156 Kiukiang, 1st June, 1863.

NOTICE.

THE Undersigned has established himself at the Port of Newchwang, as a *Medical Practitioner.*

JOHN MACLAREN,
Surgeon, &c.
12de 150 1st March, 1863.

NOTICE.

I have this day established myself at this Port as *General Merchant and Commission Agent.*

G. SCHÖTTLER.
Yingtzse, (Newchwang,)
14no 124 15th April, 1863.

NOTICE.

I HAVE established myself at this Port as *Merchant and General Commission Agent* under the style of Detmering & Co.

W. DETMERING.
tf 260 Chefoo, September 1863.

NOTICE.

THE Interest and responsibility of Mr. Clotworthy Boyd in our firm ceased on the 30th June, 1863.

A. ELLISSEN & Co.
226 19de China, 9th Sept., 1863.

NOTICE.

MR. Augustus Allen Hayes, Junr., is authorized to sign our Firm in China.

OLYPHANT & Co.
tf 180 China, July 18th, 1863.

NOTICE.

THE interest and responsibility of Mr. D. Olyphant Vail in our Firm ceased on the 30th of June 1863, and Mr. George W. Talbot is this day admitted a partner.

OLYPHANT & Co.
tf 168 China, 1st July, 1863.

NOTICE.

THE interest and responsibility of the late Mr. Wm. S. Sloan in our Firm ceased on the 31st December, 1862.

Mr. Frank B. Forbes and Mr. Richard S. Dana, are admitted Partners from this date.

RUSSELL & Co.
tf 9 China, 1st January, 1863.

NOTICE.

WE have this day established ourselves as *General Commission Agents and Public Silk Inspectors* under the style and firm of Hooper & Clarke.

HENRY JOHN HOOPER,
WOODTHORPE CHS. CLARKE.
24no 267 Yokohama, 24th October, 1863.

NOTICE.

WE have this day established ourselves in this port; Mr. Maurice Lejieune will sign our Firm *per procuration.*

HECHT LILIENTHAL & Co.
12de 219 Yokohama, 1st July, 1863

NOTICE.

MR. James Campbell Fraser is authorized to sign our Firm per procuration.

ROSS BARBER & Co.
tf 196 Yokohama, 28th July, 1863.

NOTICE.

MR. James L. Glover has this day been admitted a Partner in our Firm.

GLOVER & Co.
tf Nagasaki, 1st September, 1862.

JOHN POOK,
Commission Agent
40, Lime Street,
LONDON.
tf *E. C.*

COMPTON AND READ,
Commission Merchants.
No. 7, Frederick's Place,
Old Jewry.
LONDON.
E. C.

INSURANCES.

BATAVIA SEA AND FIRE INSURANCE COMPANY.

THE Undersigned having been appointed Agents of the above named Company are prepared to issue Policies of Insurance against Marine Risks to the Extent of Forty Five Thousand Mexican Dollars (Mex. $45,000.) payable in either London or Amsterdam or any of the principal ports in India and China.

HAGEMEYER & Co.
25jy-64 185 Hankow, 9th July, 1863.

INSURANCES.

SUN FIRE OFFICE,
LONDON.
Establishde in 1710.

Managers:
William Hamilton, Esq.,
Chairman & Treasurer
Charles B. Ford, Esq.,
Deputy Chairman.
The Right Hon. W. M. Beresford, M.P.
The Hon. P. Pleydell Bouverie.
Harry Chester, Esq.
Samuel Pepys Cockerell, Esq.
Raikes Currie, Esq., M.P.
John Drummond, Esq.
Russell Elice, Esq.
William Franks, Esq.
Capt. H. G. Hamilton, R.N.
Joseph Hoare, Esq.
Felix Ladbroke, Esq.
H. F. Shaw Lefevre, Esq.
Henry Littledale, Esq.
George Wrade Norman, Esq.
Brice Pearse, Esq.
Charles Richard Pole, Esq.
Lambert Pole, Esq.
Charles Ranken, Esq.
Henry Rich, Esq., M.P.
John Shepherd, Esq.
Henry Stuart, Esq., M.P.
C. George Thornton, Esq.

THE MANAGERS of the SUN FIRE OFFICE London, beg leave to inform the British and Foreign Residents at Shanghai that they have constituted and appointed the undersigned as their Attorneys, to issue Policies of Insurance against FIRE on Buildings, Goods, Merchandize, and other property, at those places.

Full particulars of Rates, &c., may be obtained on application to.

LINDSAY & Co.
tf 108 Shanghai, January 1st, 1863.

UNIVERSAL MARINE INSURANCE COMPANY LIMITED.

Established 1860.
Offices 35 Cornhill, London, E.C.
CAPITAL £1,000,000.
Chairman.—Henry Lewis, Esq., M.P.
Deputy Chairman.—A. D. de Pass, Esq., (of Messrs. de Pass and Sons.)
Directors.
Charles Bell, Esq., of Messrs. J. Thomson T. Bonar & Co.
Peter Bell, Esq., of Messrs. Scott, Bell & Co.
John Fleming, Esq., of Messrs. Smith, Fleming & Co.
Samuel Harper, Esq., of Lloyds.
John Lubbock, Esq., F. R. S. of Messrs. Bobarts,, Lubbock & Co.
J. Leonino, Esq., of Messrs. J. Leonino & Co.
S. Pinto Leile, Esq., of Messrs. P. Leile & Brothers.
William Mackinnon, Esq., of Messrs. W. Mackinnon & Co.
Thomas D. Neave, Esq., of Messrs. Robert Smith & Co.
Brice H. Pearse, Esq., of Messrs. Alexander Son & Co.
Albert Ricardo, Esq., of Messrs. A. & W. Ricardo.
William Rennie, Esq., of Messrs. Cavan, Lubbock & Co.
Major Usborne, Esq., of Messrs. Usborne & Son.
George Frederick Young, Esq., of Messrs. Young Son and Magnay.
Superintendent of the underwriting Department:
SAMUEL HARPER, Esq.
Underwriter:
H. K. RUTHERFORD, Esq.
Secretary:
ALFRED TOZER, Esq.
Agents:
Calcutta.—Messrs. Mackinnon, Mackenzie & Co.
Bombay.—Messrs. W. Nicol & Co.
Madras.—Messrs Binny & Co.
Kurrachee.—Messrs. Fleming & Co.
Shanghai.—Messrs. Dow & Co.
Hongkong.—Messrs. Smith Kennedy & Co.
Melbourne.—Messrs. De Pass, Brothers & Co.
Cape of Good Hope.—Messrs. De Pass, Spence & Co.

With reference to the above, the Undersigned have been appointed Agents to the Company, and are prepared to grant Policies at the current rates of premium, the claims upon which can be made payable at any of the above Ports.

(Signed) DOW & Co.
Agents for the Company.
26de 58 Shanghai, 5th March, 1863.

BOMBAY ROYAL INSURANCE COMPANY.

THE undersigned having been appointed *Agents* at this Port for the above Company are prepared to grant Policies against Marine Risks on the usual terms and conditions.

DAVID SASSOON SONS & Co.
tf 170 Shanghai, 29th June, 1863

LIVERPOOL AND LONDON FIRE INSURANCE COMPANY.

THE Undersigned are authorized to grant Policies against Fire to the extent of £12,000 on Buildings or on Goods stored therein at *Shanghai* and *Hankow.*

For further particulars, apply to

DOW & Co.
31ds 12 Shanghai, 1st January, 1863.

INSURANCES.

The Commercial Union.
ASSURANCE COMPANY.
19, CORNHILL, LONDON, E. C.

Completely Registered pursuant to Act 7 and 8 Vict. cap. 110.

CAPITAL, £2,500,000.

DIRECTORS.
Henry William Peek, Esq (Peek Brothers & Co.) *Chairman.*
H. Trower, Esq., (Trowers and Lawson), *Deputy-Chairman*
Jeremiah Colman, Esq., (J. and J. Colman,)
Charles Curling, Esq., (C. Curling & Co.)
Edwin Fox, (Halliday, Fox and Co.)
Nehemiah Griffiths, Esq., (N. Griffiths, Tate and Fisher.)
Samuel Hanson, Esq. (Samuel Hanson and Son.)
Frederick William Harris, Esq. (Dixon and Harris.)
Smith Harrisson, Esq. (Harrisons and Crosfield.)
David Hart, Esq., (Lemon Hart and Son.)
Francis Hicks, Esq. (Thomas and Francis Hicks.
John Hodgson, Esq. (Grant, Hodgson & Co.
John Humphery, Jun., (Humphery and Son.
Moss Joshua, Esq. (Joshua Brothers and Co.
William Leask, Esq., Eastcheap.
Andrew Lusk, Esq. (A. Lusk and Co.)
Alexander Sim, Esq (Churchill & Sim.)
John Robert Thomson, Jun., Esq. (J. R. Thomson and Co.
John Kemp Welch, Esq. (Orlando Jones and Co.
Manager of Fire Department—Henry Thomson.
Actuary—W. P. Pattison.
SOLICITORS.
Messrs. Thomas and Hollams, Mincing Lane.
Bankers.—The London and County Bank.
Secretary.—Henry Ghinn.
Agents in Shanghai—Blain, Tate & Co.

THE Undersigned having been appointed Agents for "*The Commercial Union Assurance Company*" are prepared to grant Insurance against Fire on the usual terms, to the extent of £5,000 on any one Building or on its contents.

In the case of two or more Buildings adjoining, but in which the walls are substantially built and carried through the roof, a sum of £4,000 can be granted on each.

Insurances can be effected on *Shipping* and also on *Goods* on board the same

For further particulars apply to

BLAIN, TATE & Co.
27ja-64 121 Shanghai, 15th May, 1863.

Queen Insurance Company
OF LIVERPOOL AND LONDON.
THE COMMERCIAL UNION ASSURANCE COMPANY OF LONDON.

BY an arrangement entered into between the Directors of the above Companies the undersigned are empowered to accept risks against *Fire*, to the extent of £10,000 on any one Building or on its contents. The amount of such Insurances will be divided equally between the two Offices and separate Policies will be issued to the Assurers.

It is believed that this arrangement (which offers to Assurers the security of the *two wealthy proprietaries*, without entailing on them any extra trouble or expense) will be found peculiarly advantageous.

BLAIN, TATE & Co.,
Agents "Queen Insurance Company"
Agents "The Commercial Union Assurance Company."
27ja-64 122 Shanghai, 15th May, 1863.

LIVERPOOL AND LONDON FIRE INSURANCE COMPANY.

THE undersigned are authorized to accept risks on approved Chinese buildings to the extent of £5,000 on one block; also to grant Policies on Buildings, or on Goods stored therein, at *Tientsin* and *Kiukiang* to the extent of £10,000.

For further particulars, apply to

DOW & Co.
26de 77 Shanghai, 21st March, 1863.

ROYAL INSURANCE COMPANY OF LIVERPOOL.

CAPITAL—TWO MILLIONS STERLING.

TRUSTEES:
John Shaw Leigh, Esq. | John Naylor, Esq.
Charles Turner, Esq., *Chairman.*
Ralph Brocklebank, Esq., *Deputy Chairman.*

THE Company is now prepared to grant Policies to the extent of £15,000 on any one Building of European construction or its contents, and to accept Chinese risks to the extent of £6,000, in any locality within the Settlement.

Premiums are payable in 30 days sight Bills (favor of Percy M. Dore, Esq.)

BOWER, HANBURY & Co.,
Agents for Shanghai.
tf 130 Shanghai, May 23rd, 1863.

COLONIAL SEA AND FIRE INSURANCE COMPANY OF BATAVIA.

THE Undersigned having been appointed Agents at this Port for the above Company are prepared to grant Marine risks on the usual terms.

Policies payable in the principal ports of India and China.

BOURJAU, HUBENER & Co.
tf 123 Shanghai, 14th May, 1863,

NEW ADVERTISEMENTS.

NOTICE.

DURING the temporary absence of Mr. J. Arnhold, we have authorised Mr. Johann Wilhelm Müller to sign our firm by procuration.

OXFORD & Co.
(281) 14no Shanghai, November 2, 1863.

NOTICE.

I have this day commenced business at Ningpo as *Merchant and Agent.*

T. W. JACKSON.
4de (282) *Ningpo, 2nd November*, 1863.

In the Estate of F. S. Green, *deceased.*

ALL Persons having claims against or indebted to the above Estate, are requested to communicate with the Undersigned without delay.

R. J. FORREST,
Actg. Consul & Administrator.
British Consulate,
Ningpo, 2nd Nov., 1863. 16no (283)

MISCELLANEOUS INTELLIGENCE.

NOTICE—Divine Service will be held in Union Chapel, London Mission, every Sunday morning at 9½ o'clock, and in the evening at 6 o'clock, and on Thursdays at 6 o'clock P.M.

NOTICE.—Divine Service is held in the Roman Catholic Chapel, near the French Consulate, every Sunday, at 8 and 10 o'clock in the morning and 4 o'clock in the evening.

NOTICE.—Divine Service is held every Sunday Evening at 8 o'clock, in the American Episcopal Chapel, Hong-que.

NOTICE.

THE *BETHEL* being now repaired, and moored off the Old Dock, on the Poo-Tung side of the river, will be used for Divine Service every *Sunday morning at* 10 A. M. Church Service and Sermon will be read by Laymen.

Officers and Seamen are invited to attend. Sampans bearing the Church Flag will go round the Harbor for the use of all who wish to come.

tf 242 Shanghai, October 2nd, 1863.

LATEST DATES.

England,..........	Sept. 22	Hankow, ...	Nov. 1
Hongkong,........	Oct. 31	Nagasaki, ...	Oct. 22
Tientsin...........	Oct. 21	Kanagawa, ...	Nov. 1

Latest dates in England, from China,—
Hongkong .. July 28 | Received via Marseilles
Shanghai .. July 21 | Sept. 14.

COMPARISON OF OBSERVATIONS

taken by

A SELF-REGISTERING THERMOMETER

FOR THE WEEK.

	Ending 6th Nov., 1863.		*Ending 6th Nov., 1862*	
Oct.				
31,—	Max 62	Min 56	Max. 58	Min 53
Nov.				
1.—	61	57	61	53
2.—	66	58	60	53
3.—	66	60	63	52
4.—	63	55	61	50
5.—	57	52	61	50
6.—	58	52	59	50

OPIUM.

Oct.	*Malwa*		*Patna*	
	New Tls.	Old Tls.	New Tls.	Old Tls.
31,	none............		none..............	
Nov.				
2,	505..............		540 a 555	
3,	none............		none..............	
4,	545 a 550........		500	
5,	545..............		500	
6,	545..............		500	

LATEST SHIPPING INTELLIGENCE.

Arrived.—November 5, *Lillie*, (Am. bk.), Knowles, from Swatow; 6, *Alexandra*, (Br. bk.), Morris, from Fuchau; 6, *Ocean Eagle*, (Am. sh.), Chisom, from Fuchau; 6, *Kahlamba*, (Br. bk.), Gordon, from Hakodadi; 6, *Osaca*, (Am. bk.), Hoff, from Hakadadi; 6, *Hilderheim*, (Hano. bk.), Wilder, from Hakodadi; 6, *Jeanne & Joseph*, (Fr. bg.), Croatze, from ——; 6, *Ariadne*, (Ham. schr.), Niemeyer, from ——; 6, *Granada*, (Br. str.), Laing, from Yokohama.

Departed.—November 6, *Ta-kiang*, (Am. str.), Sanford, for Hankow and Ports; 6, *Ashmore*, (Br. bk.), Jenkins, for Ningpo; 6, *Sarah*, (Am. bk.), Van Namee, for ——; 6, *Eranee*, (Br. sh.), Swannon, for Bombay; 6, *Helen Nicholson*, (Br. sh.), Holliday, for Fuchau; 6, *J. H. Ransom*, (Br. bk.), Chapman, for London; 6, *Macedon*, (Br. bk.), Summerfield, for Fuchau; 6, *Kensington*, (Br. sh.), Loftus, for Amoy; 6, *Fenella*, (Br. sh.), Murry, for Chefoo; 6, *Fl. Nightingale*, (Br. sh.), Beard, for Fuchau; 6, *Champion*, (Am. sh.), Boyden, for Singapore.

PASSENGERS.

Arrived.—Per str. *Hydaspe*, from Hongkong, Messrs. Laidrich, Morel, Gadrat, Byrne, Hume, Leguyer, Chanu, Bezombes, Blanc, Pindray, Morety Robin, Adams, Dallas, Soermann, Johnson, Renaud, Malval, Lindau; the Vice Roy of Canton and Nephew; Sisters Marie, Rosalie, Marthe, Louise, Susanne, O'Sullivan; Rev. Fathers Gambart, d'Addozio, Newrath, and several Chinese Passengers. Per str. *Granada*, from Yokohama, Messrs. Maxwell, Broadbent, Evans, Barradas, Weston, Salabelle, and Mrs. Bernard.

Consulate of the United States.
Shanghai, *November 3rd*, 1863.

THE following Extract from a Communication received from the United States Legation at Peking is published for the information of those concerned.

GEORGE F. SEWARD.

"The United States Minister having been in consultation with His Imperial Majesty's Ministers respecting the penalty to be levied under the Treaty of Tien-tsin for presenting false Manifests of Cargo, it has been agreed between them, that pending a reference to Washington, the XIV. article of said Treaty shall be defined in this respect, and for this offense, by the last sentence of Art. XXXVII of the British Treaty, and the legal penalty on conviction shall be a fine of Five hundred Taels.

o (284)

NOTIFICATION.

United States Consulate,
Hankow, 14th *October*, 1863.

HAVING been appointed by the President, United States Consul for Hankow, I have this day entered upon the duties of my office.

WILLIAM BRECK.

7no 269

NOTIFICATION.

The undermentioned Regulations for the Port of Tientsin, having received the approval of the Honorable Sir F. W. A. Bruce K.C.B. &c. &c. &c., are now published for the information of the Public.

JOHN GIBSON,
Acting Consul,
British Consulate
286 4de Tientsin 27th Oct., 1863.

Consular Regulations
for
The Port of Tientsin

1st.—The British Port of Tientsin shall be between the North face and the South face of the settlement at Tzu-chuh-Sin: the British Port of Taku shall be between the First Bending in the River and the South Fort, (the inner anchorage), and between the Bar at the mouth of the River, and Three miles to seaward (the outer anchorage)

2nd.—Every master of a vessel shall deposit his Ship's papers, together with a summary of the Manifest of her cargo, at the Vice-Consulate at Taku, within forty-eight hours if in the inner anchorage, and within fifty-six if in the outer, unless a Sunday or holiday should intervene. Masters not conforming to this Regulation will render themselves liable to a penalty of Two Hundred Dollars.

3rd.—Every British vessel must shew her colors on entering the Port or anchorage, and keep them hoisted until she shall have been reported at the Vice-Consulate, and her papers deposited there. Masters not conforming to this Regulation will render themselves liable to a penalty not exceeding one Hundred Dollars for each offence.

4th.—Should any vessel, the property of a British subject, but not provided with a Certificate of a Registry, hoist the British ensign within the anchorage, or should she exhibit within such limits any flag so *similar to the British Ensign* as not to be distinguishable from it, the master of such vessel will be liable for every such offence to a penalty not exceeding one Hundred Dollars.

5th.—Masters of vessels will be held accountable for the conduct of their crews on shore. Should any seaman absent himself without permission, the Master *shall forthwith report the same at the* Consulate at Tientsin, or Vice-Consulate at Taku, and take efficient measures for the recovery of the absentee.

6th.—The discharge of guns and other firearms from vessels in harbor is strictly prohibited under a penalty not exceeding fifty dollars.

7th.—Masters of vessels when *reporting their arrival at the Port or* Anchorage, shall notify in writing the names of all passengers and persons not forming part of the Registered crew on board, and due notice must likewise be given of the numbers and names of persons not forming part of the Registered crew, intending to leave the port on board of any vessel.

8th.—All cases of *death occuring on* board of vessels in harbor, or in the residences of British subjects on shore, must be immediately reported, and in the event of sudden or accidental death, the best information obtainable will likewise be required. It is strictly prohibited to throw overboard the bodies of seamen or other persons dying on board of a vessel in harbor.

9th.—Stones, Ballast or Cinders shall not be thrown overboard in the harbor of Tientsin.

10th.—In mooring vessels at Tientsin near the bund, Masters will fasten their hawsers to the painted beams set apart for their use. By fixing hawsers to Trees, or in such a way as to impede the public path, Masters will lay themselves open to a penalty of fifty dollars for every such offence.

11th.—All cases of loss of property by theft or fraud on board ship, as well as of assault or felony requiring redress, or involving the public peace, must be immediately reported. Any Chinese subject guilty of a misdemeanor on shore or afloat may be detained on detection, but information in such case must be given forthwith at the Consulate or Vice-Consulate Office, and in no instance shall British subjects be permitted to use violence towards Chinese offenders, or take the law into their own hands.

12th.—Any vessel laden with Gunpowder or any combustible, is prohibited from entering the anchorage or remaining within a distance of *one mile* therefrom.

13th.—No seaman or other person belonging to a British ship may be discharged or left behind at this Port without the express sanction of the Consul or Vice-Consul, nor until sufficient security shall have been given for his maintenance and good behavior while remaining on shore If any British subject left at this Port by a British vessel be found requiring public relief prior to the departure of such vessel *from the Dominions of the* Emperor of China, the vessel will be held responsible for the maintenance and removal of such British Subject.

14th.—Masters are required to conform to the "Custom House Regulations" published by Consul Mongan on the 25th of May 1861.

15th.—When a vessel is ready to leave this Port, the master shall give *notice to* the Consul or Vice-Consul, and shall hoist a Blue Peter at least 24 hours before the time appointed for her departure.

16th.—No British Subject may establish either a Boarding or Eating House at this Port without the sanction of the Consul or Vice-Consul. Every licensed boarding or eating house keeper will be held accountable for the good conduct of all inmates and frequenters of his house.

17th.—Every British subject residing at this Port, who shall not have been *already enrolled* in the Consular register, shall apply to the Consul or to the Vice-Consul to be enrolled within 10 days after the promulgation of these regulations. No British subject will be entitled to claim the protection of the authorities who shall not so have enrolled himself, and who cannot allege valid reasons for having done so.

18*th.—The term* "Consul" or "Vice-Consul" shall be constructed to include every officer of Her Majesty's Consular Service, holding the Queen's commission as Consul or Vice-Consul, or acting as such.

19th.—All fines and penalties imposed under the above regulations shall be levied and enforced in the manner specified in *Article 36th of the Order of* Her Majesty in Council, dated the 13th June, 1853, and all penalties shall be appropriated and applied as provided for in Article 38th of the same order.

CUSTOMS' NOTIFICATION.
No. 5.

Office of Maritime Customs,
Shanghai, 20*th Oct.*, 1863.

The Undersigned requests the Mercantile Community to take notice, that, on and after the 1st of November, the Office of Customs at this port, will consist of three departments, viz:

1.—*The General Office:* in which will be transacted all business connected with foreign-rigged ships and steamers arriving from, and clearing for, foreign and coast ports.
2.—*The River Steamer Office:* in which will be transacted all business connected with steamers trading under the River Steamer Pass between Shanghai and the Yang-tsze ports, as well as all business connected with steamers registered with the Undersigned, as trading regularly between the ports of Shanghai and Ningpo.
3.—*The Junk Office:* in which will be transacted all business connected with Lorchas, Ningpo Boats and such-like craft flying foreign flags, as well as all business connected with the Ningpo Boats that ply between Ningpo and Shanghai under special native licences.

ROBERT HART,
7no *Commissioner of Customs.*

CUSTOMS' NOTIFICATION.
No. 6.

Office of Maritime Customs,
Shanghai, 20*th Oct.*, 1863.

The Undersigned requests the attention of the Mercantile community, to the suggestions hereto appended, having reference to the transaction of business with the General office, and trusts that Merchants will cheerfully assist in carrying out a system, which, while *requiring* nothing more than a little carefulness on the part of the various shipping clerks, will tend to facilitate their business and regularise the procedure of the office under his charge.

1.—Applications for, or connected with, Import Permits, ought to be addressed to
"*The Import Permit Desk.*"
2.—Applications for, or connected with, Export and Transhipment Permits, ought to be addressed to
"*The Export Permit Desk.*"
3.—Applications for Drawbacks, Exemption Certificates, and Export Duty Proofs, ought to be addressed to
"*The Drawback Desk,*"
4.—Import and Export Manifests, together with applications for Customs, clearances, ought to be addressed to
"*The Clearance Desk.*"
5.—Chinese Duty Receipts ought to be handed in addressed to
"*The Customs' Memo: Desk.*"
6.—Applicants having questions to ask, but who have neither documents to hand in *nor receive, ought to address* themselves to the clerk appointed to attend at the bar.
7.—Written applications handed in to any of the above mentioned desks, ought to be on sheets of the *letter paper* size. The documents are bound up every month, have to be frequently referred to, and much inconvenience would result from their being lost or mislaid; it will from this be apparent that the scraps of *note* paper that some parties are in the habit of sending in, are objectionable.
8.—Special applications,—such as applications to amend manifest, to coal at night, &c.,—together with *communications referring to other than* the ordinary and current work of the office, ought to be addressed to the Commissioner of Customs for the time being, *by name.*

ROBERT HART,
7no Commissioner of Customs.

CUSTOMS' NOTIFICATION.
No. 7.

Office of Maritime Customs.
Shanghai, 20*th Oct.*, 1863.

On and after the 1st of November, this office will cease to issue "We holds" in exchange for Chinese Duty Receipts

When sending in Duty Receipts, Mer*chants are requested to make use of* "Chit-Books" specially set apart for that purpose. Such "Chit-Books" ought to have the name of the firm in English and Chinese on the back; and in them ought to be particularized,

1,—the date,

2,—the name of the vessel concerned and

3,—the amount of duty represented by the receipt sent in.

The Clerk in charge of "the Customs' Memo: Desk" will sign the "Chit-Book," in token of receipt; he alone is authorized to open and sign for covers sent to the office in Drawback Chit Books.

Any loss or delay accruing from inattention to the request above made, must be borne by the parties concerned.

ROBERT HART,
7no Commissioner of Customs.

CUSTOMS' NOTIFICATION.
No. 8.

Office of Maritime Customs,
Shanghai, 20*th Oct.*, 1863.

On and after the 1st of November, applications made for Import and Export Permits will be looked upon and treated as being also applications for Customs' Memos for payment of duties

The Customs' Memos will be issued within 24 hours from the receipt of the application for the permit; and the Chinese Duty Receipts will be expected to be handed in by the merchants within 24 hours from the issue of the Customs' Memo.

The Undersigned requests the special attention of the Mercantile Community to the system about to be introduced, which, while it does away with the necessity of applying for Customs' Memos, and interferes in no way with the shipment and landing of goods, will obviate delays of various kinds, and will greatly expedite the clearance of vessels. The owners and agents of Merchant vessels are not less entitled to consideration than the Consignees and Shippers of goods.

ROBERT HART,
7no Commissioner of Customs.

CUSTOMS' NOTIFICATION.
No. 9.

Office of Maritime Customs,
Shanghai, 20*th Oct.*, 1863.

On and after the 1st of November, this office will cease to send out Drawback Certificates. Such documents must be personally applied for by duly authorized parties to the clerk in charge of "the Drawback Desk."

There are two reasons for making this change:

1.—Drawbacks have been lost while in the charge of coolies, on the way from the Customs to the Merchant's house; and,
2.—In some instances, parties (in the hurry of business, it is to be supposed) have taken delivery of, and signed for, drawbacks sent out in covers addressed to houses other than their own.

ROBERT HART,
7no *Commissioner of Customs.*

CUSTOMS' NOTIFICATION.
No. 10.

Office of Maritime Customs,
Shanghai, 20*th Oct.*, 1863.

The Undersigned requests the attention of the Mercantile Community to the fact, that an important regulation is violated, and the clearance of vessels likely to be delayed, when, as has occurred on several occasions lately, goods are landed at Nam-tow, without having in the first instance repaired to an authorized jetty for examination.

Merchandize generally, the property of foreigners, may be shipped from, or landed at any authorized jetty; but, in those cases in which the permit is stamped "To be brought to the Customs' jetty for examination," Imports, before being landed, and Exports, before being transferred from the Cargo-boat to the ship, must repair to the Customs' jetty.

Cotton, about to be exported, must in every case be taken to *the* Customs' jetty for examination.

Merchandize landed or shipped by foreigners on behalf of Chinese, ought to be sent to the Customs' jetty for examination.

ROBERT HART,
7no *Commissioner of Customs.*

CUSTOMS' NOTIFICATION.
No 11.

Office of Maritime Customs,
Shanghai, *Friday, Oct.* 30*th*, 1863.

The Undersigned requests the attention of the Mercantile Community to the paragraphs hereto appended, having reference to the "General" and "Junk" offices, which are to be taken in connection with the Notifications Nos. 5 to 10, issued on the 20th instant.

1.—Applications for Customs' Memos to pay *Tonnage Dues*, ought to be in writing, and addressed to the "Customs' Memo Desk.
2.—If a vessel is unable to receive on board, goods for which a Shipping order has been stamped, the quantity not shipped ought to be reported in writing to the "Export Permit Desk" before the departure of the vessel; and the goods so shut out ought to be taken to the Customs' jetty for examination, in order to avoid being called upon for payment of duty if afterwards placed on board another vessel.
3.—When applications are made for permits to ship Silk, *Customs' Memos* for the payment of duty on the quantity specified in the applications will be sent out to the Shipper, just as in the case of other shipments. If the Silk has been purchased *duty paid* the Shipper will probably have been given the Duty Receipts by the Seller; *in which case he ought to return the Customs' Memo with the Duty Receipts* already in his possession in the special chit book to the "Customs' Memo Desk."

   If the Shipper of the Silk has not received the Duty Receipts from the Seller, or if the Silk has not been purchased duty paid, the Customs' Memo, accompanied by the amount of Duty to be paid can be sent to the Bank, where it will be exchanged for the customary Duty Receipt, which can then be forwarded in the usual way to the "Customs' Memo Desk."
4.—Re-exporters to other Treaty ports of duty paid *foreign* imports, when applying for permits to ship, ought to specify in their application whether or not an *Exemption Certificate* is wished for.

   Where Exemption Certificates are not in this way applied for, it will be taken for granted that Drawbacks are wanted; but such Drawbacks can not be issued from the office until a separate application shall have been made in writing, addressed to the "Drawback Desk," and accompanied by a Bill of Lading in proof of shipment.
5.—*Export Duty Proofs* on Chinese produce shipped for conveyance to a Treaty port need not be specially applied for, except when the Goods are shipped for Canton *via* Hongkong, when the application for permit to ship ought to state distinctly that an Export Duty Proof is required.
6.—Exemption Certificates and Export Duty Proofs will not *in future* be sent out from this office to the shippers of Goods, but will be got in readiness to accompany the vessel by which the goods are exported. The clerk at the "Clearance Desk" will hand out, with the clearance, an envelope sealed, and addressed to the Commissioner of Customs at the Port for which the vessel clears, in which will be contained all the Exemption Certificates applied for at the time of shipment, and all the Export duty Proofs required to be presented at the port of discharge.

   Consignees of ships are specially requested *to be particular in sending such covers with the vessel concerned* and in instructing their Agents at the port cleared for to forward them when handing in the Import Manifest, to the office of Customs.
7.—In the case of Re-exports (such as Japanese Silk, Hankow Teas, etc.) for which, on arrival at Shanghae, "Passes" may have been issued by the Customs, Merchants ought to send in the "Pass" with the appli-

cation for shipment permit; and the goods to be shipped ought in every instance to be the actual original consignment represented by the "Pass."

8.—Notifications Nos. 6, 7, 8 and 9 of the 20th instant refer only to business as transacted with the "*General Office.*"

ROBERT HART,
Commissioner of Customs.

700

SHANGHAI ROWING CLUB.

NOTICE is hereby given that the REGATTA will take place on *Tuesday next*, the 10th inst., weather permitting. It will be on the river, instead of the Soochow creek, as previously stated. The course is a mile long extending from a line between the "*Adeline*" and the "*Balmacarra*," close to S.S.N. Co.'s wharf at Kinlee-yuen, to a Cutter anchored near E-wo jetty.—All boats will row one heat, down the course. A gun will be fired near the "*Balmacarra*" for the start, and one from the gun-boat "*Starling*" at the end of each race.

The REGATTA is re-arranged as follows:—

1.—HONG RACE,
For this are entered—
Paoushan boat by Mr. Dent.
Weila " " " Stout.
Toong-Foo " " " Hayes.
Tien-chong " " " Bryan.

2.—MEN-OF-WAR'S CUTTERS,
Entered—
Vulcan's No. 1—12 Oars.
Do.'s No. 2—10 "

3.—MERCHANT SHIPS' BOATS,
Entered—
E. F. Willets' boat
Agincourt's "
Childe Harold's "
Illawarra's "

4.—MEN-OF-WAR'S GIGS,
Entered—
Vulcan—one 6 Oars.
Do. " 4 "
Kingdove " 5 "
Do. " 4 "
Staunch " 4 "
Starling " 4 "

5.—FOUR-OAR RACE.—Outrigger gigs.
Entered—
One by Mr. Antrobus—"Light Blue."
Crew,—1, E. G. Low
2, A. A. Hayes.
3, E. W. Batt.
Stroke, R. C. Antrobus.
One by Mr. Stout—"Blue and White."
Crew,—1, J. A. Maitland.
2, H. P. Bryan.
3 H. W. Dent.
Stroke, W. Stout.

The Regatta will commence about 2 P.M. and a considerable portion of the course can be plainly seen from the Bund between the Custom House and Messrs. Jardine Matheson & Co.'s.

In the event of the weather proving so unfavourable, that it is decided to postpone the Regatta, a gun will be fired at 11 A.M. and the pilot jack will be displayed by H. M.S. *Vulcan* from 11 to 11½ A.M. Should the water be too rough for the light boats, other arrangements will be made for them.

Captain Strode R.N., Senior Naval Officer, and F B. Johnson, Esq., will act as judges, and T. Mercer, Esq., as Starter.

By order of the Committee,
A. A. HAYES, Jr.,
Honorary Secretary,
S. R. C.

(285) Shanghai, Nov. 7. 1863.

THE London Mail of 26th September, due in Hongkong on the 12th November, and here on the 17th. It was received last year on the 20th November per *Ly-ee-moon.*

THE P. & O. Co.'s steamer with the Mail for Europe, &c., will leave on Monday, the 9th proximo.

The North-China Herald.

IMPARTIAL, NOT NEUTRAL.

SHANGHAI, SATURDAY NOVEMBER 7 1863.

HITHERTO we have not had to record any act of unmistakeable pluck and dash on the part of Admiral Kuper. He has up to the present acted *with the utmost* prudence, and with an evident desire to avoid embroiling our relations with the Japanese We have now, however, arrived at a crisis in these relations, and it will *require a strong demonstration* of some kind to put an end for ever to displays of arrogance on the part of the natives, and of submission on our own. There have been not a few who attributed the troubles of the Indian mutiny to the consideration shown for Oriental prejudices, and to the absurd concessions made to Native exclusiveness. "They (the natives of India) had come to despise authority, and felt themselves to be objects of dread. Had successive governments been as firm with the Bengal Sepoy as necessity obliged us to be with our domestics, we should have heard nothing of greased cartridges or of the thousand insolent requirements of caste." Such was the verdict of an Indian journalist. We may apply his remarks to our policy in China and Japan. We have in too many cases pampered the prejudices of the races towards whom we might have assumed a lofty stand, and shewn ourselves willing *to make almost any sacrifice* rather than forego the advantages of communication with them. When the entire sea-board of China might have been opened to trade, we have been content with obtaining permission to enter a few ports not always the best suited to our purposes. When we *might have* insisted on obtaining the right to travel over any part of Japan we have been satisfied with permission to wander over a circle of ten ri from each open port. And so in other instances, we have respected the absurd prejudices of the natives, and permitted ourselves to enter a country on sufferance, when we might have demanded admittance, and when our power to enforce that demand could not have been questioned. No doubt the principle upon which the foreign Powers based their course of procedure was in strict accordance with justice. We might almost say with exaggerated notions of justice. But being at the time ignorant of the nature of the people with whom we were establishing relations, we knew not that we were fostering their pride, and confirming them in their preconceived notions of their immeasurable superiority. No blame can be attached to the English Envoy, who all through the Treaty negociations acted, as he believed, with firmness, and made demands from the Japanese government, in the same tone as he would have used to a power equal to England in importance. He did not know that what he considered as a courteous acknowledgment of equality, was by the Japanese looked upon as a confession of inferiority. Had Lord Elgin foreseen the present state of our relations with Japan, he would no doubt have taken a higher stand, and have made such a demonstration of power as would have deterred the Japanese from ever inviting a struggle with the western foreigners.

As it is, however; we shall be forced now or never to make a stand. We have been informed boldly that the solemn ceremonial of signing and ratifying the treaty was nothing but a hollow mockery—that we were made the unconcious elements in an experiment in political economy, which the Japanese were anxious to try. That experiment has not proved satisfactory; therefore we foreigners—outside barbarians—must retire to the extremities of the kingdom, and await the charity of the Japanese at the ports of Nagasaki and Hakodadi. Some action is necessary in this case—either to submit quietly, and permit the native authorities to contravene the most important articles of the treaty, or to refuse to abate one jot of the rights granted by the treaty of 1858. If the former alternative be adopted "woes unnumbered" will of necessity result. Hostilities will be postponed for a time, but soon the *manifestations* of official ill-will must become too gross even for the most philosophically constituted mind. Such a course as that of submitting to the present demands of the Japanese must sooner or later bring on outrage after outrage, and in the end a sanguinary war. But it is needless to speculate upon what cannot take place. Diplomacy is now out of the question, since the peremptory order to leave Yokohama is neither more nor less than a declaration of war. Admiral Kuper has now seen enough to convince him that the solution of the question at issue is for the present in his hands, and we have no doubt that he will prove equal to the emergency. With the force at his disposal, he will be able to harrass the Japanese, and to a great extent prevent foreign munitions of war from finding their way into the country. Meanwhile troops can be obtained from India, and a blow struck at Japan which will render *our future relations with the country* more sure and more satisfactory to both sides. We need be under no apprehensions of want of sympathy from home. In England, to judge by the tone of the press, public opinion is decidedly in favor of vindicating our national honor, whenever it is attacked. Outrages of such a nature as we have suffered in Japan call for a terrible retribution, and that retribution for the present lies in the hands of one man to whom all eyes are now turned.

WE *can quite understand* that Mr. Manning should feel annoyed at having so completely failed in the object of his mission from Australia—especially in the case of *Nora Creina*, w[illegible] he was really more sinned against than sinning. But we are surprised he did not take pains to ascertain correctly *the reason* of her detention at Shanghai, before bringing an action for damages against Messrs. Ellissen & Co., who were powerless to compel Capt. Thomas to act *contrary to his wish, in view of the* engagement which he held from the Illawarra S. N. Co. Had the *Nora Creina* gone over to Japan at the time Mr. Manning wished her to do so, there is every probability that she would have been sold to the Japanese, if not for the $60,000 he anticipated, at *least for the $30,000* at which he estimated her value on her return. As one of the witnesses said, "there was a great demand for steamers at the time, and the Japanese were not particular." The *person principally* to blame for the failure, is the manager of the Illawarra S. N. Co. Had *that* gentleman given Mr. Manning proper documents, empowering him to act on his own discretion in directing the movements of the three steamers he was deputed to sell; and *also given* instructions to their commanders to implicitly obey him, no dispute could have arisen. Captain Thomas would not have thought of denying Mr. Manning's authority to order him to Japan, and the Illawarra S N. Co, would probably be in possession of $30,000 or $40,000 instead of an old steamer, which appears not worth $15.000. That Mr. Manning really was sent to China as Agent for the Illawarra Co. there is *no reason* to doubt, but he had shewn Mr Tootal no document to prove the fact; and the latter had clearly no power to remove Captain Thomas from the *Nora Creina* on his refusal to obey Mr. Manning's instructions, in the absence of any documentary proof *that* he was under Mr. Manning's orders. Captain Thomas' own conduct however is by no means so free from blame. There appears no valid reason for his refusal to proceed to Japan as ordered, save the fact that his wages and those of his crew were in arrears. Whatever evidence on the subject was adduced, was insufficient to shew that the *Nora Creina* was unfit to perform the voyage. The fact that the *William IV.* was obliged to put back on account of bad weather is no proof that the *Nora Creina* could not have crossed when it moderated. If the witnesses who were examined regarding Captain Thomas are to be credited, his feelings towards Mr. Manning must have been singularly variable. Before Mr. Gwyther, he used such strong language in speaking of that gentleman, that Mr. Gwyther will never forget it. But before Captain Wilson and Mr. Gardner, he alluded to him in quite friendly terms. Captain Thomas' account, too, of the circumstances under which the charter of the *Nora Creina* was effected, differed materially according as he was speaking to Mr. Manning or Mr. Tootal. To the former, he affirmed that he was acting under Messrs. Ellissen's instructions; but to the latter he freely admitted that his individual will was the reason the steamer did not go to Japan. To Mr. Tootal, he wrote a letter admitting this to be the case; and saying that, in accepting the charter, he considered he was doing the best for the steamer; but at Mr. Manning's desire, he made an affidavit containing among other singular statements, an affirmation that, in refusing to cancel the charter party, he was acting under Mr. Tootal's instructions. It is not likely that he would completely ignore Mr. Tootal's instructions in one case and implicitly obey them, even when he knew they were opposed to Mr. Manning's wishes, in another. How that affidavit came to be made is a mystery, which will probably never be solved. There is an awkward confusion and contradiction in the evidence regarding it, and the very excellent character which, notwithstanding all previous disputes, Mr. Manning gave Captain Thomas at parting. The two documents persist in associating themselves, and the discrepancy between the statements made in the former, and the evidence for the defence, becomes more *remarkable* when viewed alongside of the eulogia on Captain Thomas conveyed in the latter, and the satisfactory settlement of all accounts and differences which preceded his departure. There seems to have been a difficulty from the commencement in regard to accounts. Captain Robertson was obliged to apply to Messrs. Hogg Bros. for funds to pay off the *William IV.* and when that firm gave him money to pay the crew, he quietly appropriated it to liquidation of his own claim at a rate of wages fixed by himself, and then left the ship and turned pilot. The balance which remained after his own claims had been satisfied, was handed to the chief mate together with the charge of the ship. The *William IV*, has been unfortunate *in the* officers placed in charge of her. Her next Master—a Chinese shipkeeper—deserted her also, and his absence was taken advantage of by some malicious individual to turn on the seacock and endeavour to sink her. Mr. Manning appears to least advantage on his cross-examination *regarding the* insertion of an advertisement desiring the public to pay no sums due on the *Nora Creina* to Messrs Ellissen & Co. He admitted that he knew of no other sum *than the month's* charter-money from Messrs. Johnson & Co. which was due on her, and he had already personally requested that firm not to pay it to Messrs Ellissen. He subsequently said that he inserted the advertisement with a view to "shame Messrs Ellissen and Co. into paying *the balance due to him;*" but was compelled to admit that at the very time he inserted it, he was in possession of a letter from Mr. Cooper promising to pay the balance on *his tendering* a satisfactory receipt. Altogether, Mr. Manning's visit to China has been a failure, and the Illawarra S.N. Co. have not much reason to congratulate themselves on the result of their attempt to dispose of their worn out vessels in China. The *Victoria* has been sold, certainly, for a good price, but she did not belong to the Company. The *William* IV. has been sold for Tls. 5,000, out of which Tls. 1,500 had to be paid for her salvage; and the *Nora Creina* is still on hand.

Summary of the Week.

DURING the past week, Shanghai has, as usual, been tranquil; no exciting events having either occurred or been heard of. The weather is rapidly becoming colder—the thermometer ranging between 66 and 52.

The Messageries Imperiales steam ship *Hydaspe* arrived in the river on Thursday last. The news brought by it was totally unimportant, and added nothing to what was announced by the preceding English mail.

Within the settlement we have very little to report. A loan of Tls. 20,000 obtained by the Futai from a foreign house has excited slight attention. Miss Bailey has continued her popular entertainments, and has received a large amount of public patronage.

We regret to have to announce the death of M. Mauboussin, late Consul General for France at this port. He had been for same time in delicate health, and it was hoped that a visit to Chusan would restore him. Unfortunately, however, this was found unavailing and on the 28th ult. he breathed his last on board the French man of war *Kien-chang*. The funeral service was held this morning at the Catholic chapel on the French settlement. For the present, and until further notice, M. Chevrey Rameau will assume the duties of Consul General.

Another of the men who accompanied Burgevine to Soochow has made a statement before H. B. M. Consul. This has been published, but adds nothing to what is already known. He denies that any European has remained of his own accord in Soochow, and accounts for a few being still within the walls by the fact that most, if not all, of them are deserters from the English army, and are therefore afraid to venture back to Shanghai. It would appear that the men who have been left at Nanzing are in a most deplorable state—without money, *clothes or* medical assistance, and many of them badly wounded.

We notice that the French Postmaster General has notified to the Municipal Council that in future all letters sent to *the* French Post Office will be distributed through the settlements at the following rates:—To those who hold boxes at the office, gratuitously. To others at a charge of $0 02 for each cover, irrespective of weight. A good many complaints have lately been made *as to* the *irregularities* in the delivery of letters from the French Post Office. Such accidents are, however, inseparable from the early days of a new establishment. We are glad therefore to see that M. Champanhet is rapidly organizing a more effective system of working *than has hitherto* obtained in the Office.

In another column will be found some remarks on the case of Manning v. Ellissen & Co, which occupied the British Consular Court for three days during the past week.

From SOOCHOW we have advices up to the 2nd inst. On the 26th ultimo, a large rebel force led by Chung Wang and his son, attacked Wu-lung-chiao, which, it will be recollected was captured by Gordon on the 24th. The Imperialists held out well, and succeeded in repulsing the attack. Chung Wang and his son had narrow escapes, having been obliged to swim a creek under a perfect hail of musketry. Last week a considerable body of Rebels threatened Wokong. Ching went down with two thousand men, and Major Kirkham followed, nominally to support him, but in reality to do whatever work might chance to turn up. The Rebels were found strongly entrenched, but were forced after a sharp engagement to retire on Ping-wan. The *Hyson*, which followed up the fugitives, did great execution, firing grape and canister at short range. The *stockades* were totally destroyed, fifteen hundred hundred boats captured and sunk, and all the gun-boats except one seized. The enemy were pursued to within a mile or two of Ping-wan, but the impossibility of garrisoning that place caused Major Kirkham to decide not to make any attempt upon it. Kuei Wang was brought back as prisoner, and is, we are informed, to be sent down to Shanghai for trial. Major Gordon issued the following General Order on the day following the return of the expedition:—

GENERAL ORDER.
28th October, 1863

The Commanding Officer congratulates Majors Kirkham and Tumblety, and Captain Manson commanding the Artillery of the land force, and Captain Davidson of the *Hyson*, on the perfect victory *they* and their subordinates gained over the Rebels *on the* 27th Oct. This success will have the greatest weight in the present *operations*, and will very much facilitate them.

The Commanding Officer feels the greater pleasure, as this important victory has been obtained without casualties; and renders his sincere thanks to all concerned for the efficient way in which they have conducted themselves.

C. E. GORDON,
Major Commanding.

We have also to report another success gained by Major Gordon on the north side of the city. The stockades which Ching unsuccessfully attacked, at the time that the foreigners were about to leave Suchow, were taken on the 1st instant, and a number of rebels killed. These stockades were constructed at a place called Sikow, about eight li from Soochow, on the canal leading to Chiang-zu. The loss on the Imperial side was very trifling, five or six soldiers only being wounded. We regret however to have to announce that Captain Perry of Gordon's force was killed while advancing at the head of his men.

We have had no news of importance from NINGPO. The mate of the *Rosina* who was suspected of having been in communication with the Hangchow bay pirates, has been captured in the neighberhood of Wantaquan, and handed over to the British authorities at Ningpo.

From HANKOW, we learn that a fire broke out on the 24th ult. in the hong of of Messrs DAVIES, TOWNSEND & Co. The buildings were almost completely destroyed, and a considerable amount of property lost. At the time of the fire, a large number of rowdies were unfortunately in Hankow, and it is thought that they managed to carry off a quantity of valuable merchandise.

The news received yesterday from Japan per P. & O. steamer *Granada* is most important. A large fire had occurred in Yedo, and a vast amount of damage had been done to the mercantile quarter of the city. One Daimio's palace was destroyed, but the fire was for the most part confined to those parts of the city occupied by the merchants and tradesmen.

At a conference of the Gorogio held at Yedo on Sunday the 25th ultimo, to which the Ministers for the United States of America and the Netherlands were invited, the Japanese officers announced that the "Treaties with foreigners had only been made as an experiment *to see if trade with foreigners* would answer for Japan." The Gorogio proceeded to inform the Ministers that, in consequence of the failure of this experiment, all Foreigners must leave Yokohama. The foreign Ministers expressed surprise that the English and French representatives had not been communicated with on so important a matter. The Gorogio represented this as a special compliment intended for the Dutch and American Ministers. We have not heard whether any steps have been taken by the representatives of the allied Powers, but it would appear that the Japanese are really in earnest, and intend to enforce the evacuation of Yokohama. Yedo is being rapidly put in a state of defence, the Tycoon has made his peace with the Mikado, and has entered into an alliance with the Prince of Satsuma. The latter is now engaged in bringing the rebel Prince of Nagato to his allegiance.

A proclamation had been issued by the Lonins, announcing their intention of "*exterminating* all who have dealt with, or shown any leaning either towards Foreigners or their trade." This proclamation is couched in the most insulting language, and ascribes all the miseries which have of late fallen upon Japan, to the fact that they (the Japanese) "have condescended *to* deal with Government Officials and with foreigners who are lower than the brute beasts who have compassed more mischief than can be told of."

SOOCHOW.

To the Editor of the

NORTH CHINA HERALD.

SIR,—In reference to your remarks in a leading article in your issue of the 27th ulto., however good your suggestions respecting the placing of the Imperial Forces around Soochow under the command of Major Gordon may appear theoretically, I am constrained to say practically they would not be advantageous, and would devolve on Major Gordon a task he could not accomplish—namely the uniting and manœuvering of the different forces, differing as they do in organization so materially from European troops. At the present time there is a willingness on the part of the different Chinese commanders and especially General Ching, the most active and energetic of them, to cooperate with the Quinsan force, but if they found themselves placed under the command of a Foreigner, they would naturally, instead of evincing a willingness feel aggrieved and act in accordance. The present difficulties and slight differences are not greater or more numerous than those likely to arise, in fact common between any other allied but independent armies.

I am Sir &c.

A. M.

Before Soochow, 2nd November 1863.

INSURANCES.

MARINE INSURANCE.

THE Undersigned, Agents of the *Sun Mutual Insurance Company* and *Mercantile Mutual Insurance* Company, are prepared to issue Policies, upon the customary terms, not to exceed $50,000 by one vessel.

Policies can be made payable in Shanghai, Hongkong, Singapore, Bombay, Calcutta, London, or Liverpool.

In addition to the usual brokerage of 10 per cent. a dividend of five per cent. will be declared at the end of each year, upon the amount of premia paid by Insurers, excepting that on Policies, under which claims have been made.

AUGUSTINE HEARD & Co,
tf 276 Shanghai, 22nd Sept., 1863.
(31st Oct.)

THE LANCASHIRE INSURANCE COMPANY.

THE Directors of the Lancashire Insurance Company have appointed Messrs. W. R. ADAMSON & Co. Agents for the Company at Shanghai.

By Order,
GEORGE STEWART,
General Manager.
tf 240 Manchester, July 1863.

THE LANCASHIRE INSURANCE COMPANY.

CAPITAL....£2,000,000.

BOARD OF DIRECTORS IN MANCHESTER.

JOHN TODD, Esq., Chairman.
W. H. Bradley, Esq.
John Clegg, Esq.
B. Darbyshire, Esq., Liverpool,
Alexander Ewing, Esq., Glasgow.
William Fenton, Esq., Rochdale.
Samuel Hargreaves, Esq.
John Knowles, Esq.
J. Robinson Kay, Esq., Bury.
J. Schofield Mayson, Esq.
Wm. Pilkington, Esq., Blackburn.
Joseph Schofield, Esq.
N. Schelmerdine, Esq.
James Smith, Esq., Liverpool.
James Wagstaff, Esq., London.
Edward Wanklyn, Esq.
Barton Wood, Esq.

DIRECTORS IN LIVERPOOL.

C. HOLLAND, Esq., Chairman.
B. Darbyshire, Esq.
Thomas Fry, Esq.
Henry Jump, Esq.
Frederic Lyon, Esq.
James Smith, Esq.
James Smith, Esq.
Thos. R. Stolterfoht, Esq.

The income of the Company is now as under:—

Fire premiums, upwards of......	£ 60,000
Life premiums and interest......	29,000
The Life Assurance Fund now exceeds....................	88,000
The Funds of the Company exceeds....................	251,000

FIRE DEPARTMENT.

Insurances are transacted on terms as moderate as those of any responsible office.

LIFE DEPARTMENT.

The Lancashire is also prepared to receive proposals for Life Assurance.

Prospectuses, forms of proposal, and all further information may be obtained from

W. R. ADAMSON & Co.,
Agents at Shanghai.
tf 241 Oct. 3, 1863.

COMMERCIAL UNION ASSURANCE COMPANY.

Marine Branch: 5 ROYAL EXCHANGE AVENUE, LONDON.

CAPITAL,.....2,500,000.

THE Undersigned having been appointed Agents for the *Marine Branch* of the above Company, are prepared to issue Policies at current rates of Premium.

GIBB LIVINGSTON & Co.
tf 258 Shanghai, 14th Oct., 1863.

"OCEAN" MARINE INSURANCE COMPANY OF ROTTERDAM.

THE Undersigned having been appointed Agents at this Port for the above Company, are prepared to grant Risks on the usual terms.

TRAUTMANN & Co.
20ju-64 157 Shanghai, 19th June. 1863.

NOTICE.

THE Undersigned having been appointed Agents at this port, for the "North China Insurance Company," are prepared to accept risks by steamers and sailing vessels when towed by steamers.

CRAVEN WILSON & Co.
tf 160 Chinkiang, 17th June, 1863.

保險公所

啟者本行現在鎭江
作爲保險公所經理
之人可保火輪船幷
火輪船拖帶小船等
隻免受驚灾如有驚
者照數償還如有人
欲保險者請至本行
面議可也此佈
天青洋行啟

THE LONDON AND PROVINCIAL MARINE INSURANCE COMPANY.

THE Undersigned having been appointed Agents at this port for the above Company are prepared to grant Police by first-class vessels from Shanghai to any Port or Ports in the United Kingdom, also by steamers to Ports on the Coast of China, India, Australia, and Europe. Payable in London.

ROTHWELL, LOVE & Co.
tf 53 Shanghai, 26th August, 1862.

PHŒNIX FIRE INSURANCE COMPANY.

THE Undersigned are now prepared to grant Policies in this Office on the usual terms and conditions to the extent of Shanghai Taels 15,000 on the contents of any one building, situated on the British Concession at Tzechuhlin, Tien-tsin.

SMITH, KENNEDY & Co.
tf Shanghai, 25th August, 1862.

NORTHERN ASSURANCE COMPANY.

THE Undersigned have been authorised to GRANT POLICIES against Fire on buildings owned by Europeans and in the occupation of Chinese, provided such buildings are of first class construction and situate in the Foreign Settlement.

TURNER & Co.
Shanghai, 9th April, 1862.

INSURANCES.

NORTH BRITISH AND MERCANTILE INSURANCE COMPANY.

THE Undersigned have been appointed Agents at this Port for the above Company, and are prepared to grant Policies against FIRE at Shanghai on the customary conditions.

For further particulars apply to
GILMAN & Co.
tf Shanghai, 16th January, 1862.

NOTICE.

BATAVIA SEA AND FIRE INSURANCE COMPANY.

THE Undersigned having been appointed AGENTS IN CHINA for the above-named Insurance Company, are now prepared to issue Policies against Marine Risks upon the usual terms, to the extent of Mexican $47,000 by Sailing Ship, and Mexican $90,000 by Steamer.

WM. PUSTAU & Co.
19ap-64 Shanghai, 18th April, 1862.

YANGTSZE INSURANCE ASSOCIATION

THE Undersigned, having been chosen Secretaries and Agents of this Association are prepared to issue Policies upon marine risks at current rates of premium.

Policies can be made payable in London, New York, Bombay, Calcutta, Singapore, Hongkong, Fuchau and Shanghai.

In addition to the usual brokerage, this Association returns to the assured of each year, at the close of each current year, fifteen per cent of the profits of the Company for that year, divided *pro rata* to the amount of premiums paid by each Police holder.

RUSSELL & Co.,
Secretaries.
tf Shanghai November 1st 1862.

THE NORTHERN ASSURANCE COMPANY.

CAPITAL £1,259,760 STG.

THE Undersigned, Agents for the above Company, are prepared to grant Insurances against fire to the extent of £10,000 Stg. on any one Building, or on its contents.

For Terms, &c., apply to
TURNER & Co.
tf Shanghai, 3d February, 1862.

NOTICE.

BATAVIA SEA AND FIRE INSURANCE COMPANY.

COLONIAL MARINE AND FIRE INSURANCE SOCIETY OF BATAVIA.

THE Undersigned Agents for the above named Companies, are prepared to issue Policies upon Marine risks upon the customary convictions.

Policies can be made payable in London, Amsterdam, Rotterdam, and at almost every port of India, China, and Australia

ADRIAN & Co.
tf 28 Nagasaki, December, 1862

QUEEN INSURANCE COMPANY OF LIVERPOOL.

THE Undersigned have been appointed Agents in Shanghai for the above Company and are prepared to grant Policies against Fire, as follows —

On private Dwelling Houses of the best description, detached and in the occupation of Foreigners, at the rate of ¾ *per cent per annum.*

On Furniture and Stores in the above, 1 *per cent per annum.*

On first-class detached Godowns, ¾ *per cent per annum.*

On second-class Godowns 1 *per cent per annum.*

On Merchandize in Godowns, 1 *per cent per annum*; ½ *per cent for 3 months*, and ¾ *per cent for 6 months.*

Policies will be granted to the extent of £10,000 on any one Building or on its contents.

No Insurance will be considered in force until the premium be paid.

Considerable advantages are offered by this Company to those effecting Insurance for a longer period than one year.

Forms of Proposals and all requisite information can be obtained at the Offices of the Undersigned.

BLAIN, TATE & Co.
tf Shanghai, 1st July, 1861.

ALLIANCE FIRE ASSURANCE COMPANY OF LONDON.

THE undersigned Agents in Shanghae for the above Company are prepared to accept assurance as under:

On private Dwelling Houses of the best description, *used strictly as such*, and the contents consisting of Household furniture, &c., therein, in private use, at the rate of ¾ *per cent per annum.*

On Buildings of Brick or Stone covered with Tiles, Slates or Metal, detached from Chinese Tenements, and on their contents at the rate of *one per cent per annum*, and to the extent of £10,000 on each separate building.

A Building and its contents taken together form one risk. Thus the above sum may be underwritten on a Building alone, or on the contents alone, or part on the Building and part on the contents.

Assurances for Six months will be charged *three-fourths, and for* Three months *one-half of the annual rate.*

No Assurance is to be considered in force until the premium be paid.

Parties applying for Assurances will please send in full particulars of the Risk to be taken; any deviation from which, without the consent of the Company, will vitiate the Policy.

JARDINE, MATHESON & Co.,
Agents in Shanghae.
tf Shanghae, 2d June, 1860.

"HAMBURG—BREMEN FIRE INSURANCE COMPANY."

THE undersigned having been appointed Agents in China for the above named Company are prepared to grant policies against fire at Shanghai to the extent of £10,000,—on one risk, as under:

1, On Buildings or on their contents.
2, On Ships, lying in port, or on their contents.

For further particulars apply to
WM. PUSTAU & Co.,
Agents in Shanghai.
tf Shanghai, 1st December, 1858.

NETHERLANDS INDIAN MARINE AND FIRE INSURANCE COMPANY OF BATAVIA.

THE undersigned having been appointed Agents for the Company in China, are prepared to grant Insurance on ORDINARY MARINE RISKS to Europe, United States, India, the Straits, Java, or the Colonies, at the Rates of Premium current with the Local Offices. *Policies payable in* LONDON, HONGKONG, SINGAPORE, PENANG, and BATAVIA.

TURNER & Co.
Shanghai, 13th February, 1857

INSURANCES.

IMPERIAL FIRE INSURANCE COMPANY.

THE Undersigned having been appointed Agents for the above-named Company at this Port, are prepared to grant POLICIES AGAINST FIRE to the Extent of £5,000 on Buildings or on Goods stored therein.

MACPHERSON & MARSHALL.
tf Yokohama, 24th October 1861.

PHŒNIX FIRE INSURANCE COMPANY.

THE undersigned are prepared to grant Policies in this Office on the usual terms and conditions to the extent of £10,000, on any one building with its contents, or to the extent of £30,000 on three or more separate buildings in the same occupancy.

SMITH, KENNEDY & Co.
tf Shanghai, 25th February, 1859.

IMPERIAL FIRE INSURANCE COMPANY.

THE undersigned having been appointed Agents for the above named Company, at this Ports are prepared to grant Policies against Fire to the extent of £10,000 on Buildings or on Good stored therein.

GIBB, LIVINGSTON & Co.
tf Shanghai, 15th September, 1858.

FOR SALE.

FOR SALE—TO ARRIVE, OR FROM SHIPS-SIDE.

JAPANESE TIMBER AS UNDER:

800 pcs. Scantling, 13 & 14ft. long x 5½ in. sq.
2600 do. do. do. do. x 6 do.
600 do. do. do. do. x 6 in. x 7 in.
2000 do. do. do. do. x 7 in. sq.
6000 Pine Boards, 12 ft. x 12 in x 1 in.
2000 do. 6 ft. x 12 in. x 1 in.
2000 do. 6 ft. x 10 a 12 in. x ½ in.
2000 Cedar Boards, 6 ft. x 10 a 12 in. x ¼ in.
300 pcls. Firewood.

For further particulars, apply to
OLYPHANT & Co.
tf 205 Shanghai, 22nd August, 1863.

Wm. DATO & Co.

BEG to intimate to the Residents of Shanghai and Visitors, that having completed the enlargement of their Store, they are now prepared to show their new Stock of Goods for Autumn and Winter. The varieties being too numerous to advertise an inspection is solicited.

Entrance by the new Store, corner of Rue Montauban facing Pont Edan or 2nd Bridge across the Yang-king-pang.

tf 235 Shanghai, 23rd Sept., 1863.

FOR SALE.

SHERRY Yasi's in 2 & 3 doz. cases,	Tls. 8	p. dozt
Port, " " " "	" 8	"
Champagne, in 1 " "	" 12	"
Claret, (Barton & Guestier's)		
St. Julien, in 1-doz. cases,	" 8	"
Medoc, 1 "	" 5	"
Cognac Brandy, 1 "	" 10	"
do. do. 1 "	" 6	"
India Pale Ale, 4 " casks	" 2	"

CHAPMAN, KING & Co.
tf 223 Shanghai, 12th September, 1863.

WORKS ON SALE.

At the Presbyterian Mission Press.

BROWN'S COLLOQUIAL JAPANESE or Conversational Sentences in English and Japanese, ...$6.00.
Martin's ANALYTICAL READER, a Short Method for Learning the Chinese written Language, ...$4.00.
Culbertson's China or DARKNESS IN THE FLOWERY LAND, ...$1.00.
Hernisz's Guide to Conversation in the English and Chinese Languages,..........$3.00.
Macgowan's Phrases in the Shanghai Dialect, ...$5 00.

27ju-64 163 Shanghai, 27th June, 1863.

Extract from the *Lancet*, February 4, 1854, and from Dr. Hassall's recent work on "Food and its Adulterations."—

"The samples of Messrs. Crosse and Blackwell were entirely free from COPPER."

CROSSE & BLACKWELL'S

CELEBRATED Oilmen's Stores and Confectionery, may be had of every respectable dealer in India and the Colonies. Purchasers should be careful to obtain the genuine articles as inferior preparations are often substituted.

C. & B. invite attention to the following.—

PICKLES prepared in pure malt vinegar.

BOTTLED FRUITS for Tarts, Puddings, &c.

JAMS AND JELLIES, Marmalade, Fruits in Syrup, Crystalized Fruits. Prepared Calf's-feet and other table Jellies; Vanilla and other Creams.

PURE MUSHROOM CATSUP. Essence of Anchovies. Harvey's, Reading, Soho, Sir Robert Peel's, Royal Table, and other choice Sauces.

POTTED MEATS, Anchovy Paste, Bloater Paste, Soyer's Sauces, Relish, and Aromatic Mustard. Patent Preserved Hams, Cheese, Bacon, &c. Oxford and Bologna Sausages. Yorkshire Game Patés, Yorkshire Pork Patés. Mackarel in Sauce, Kippered Herrings, Pickle Salmon in Bottles, Fried Eels, Herrings a la Sardines, Blackwall Whitebait, Fresh Oysters, and many other delicacies.

C. & B. are Special Agents for LEA & PERRINS' WORCESTERSHIRE SAUCE, and for PHILLIPE & CANAUD'S SARDINES.

PURCHASERS DESIROUS of obtaining the genuine Manufactures of C. & B. should buy only from those dealers who may be fully relied upon, as many fraudulent Imitations of their goods are sold. In some instances labels resembling there are made use of, while in others empty jars and bottles bearing their labels are purchased, and filled with abominable mixtures.

It is well for the bottles and jars to be broken when empty, to prevent the latter fraud, but the only safeguard against the former is to be found in the character of the dealer. All articles from the Manufactory have on the Label the Address—

CROSSE AND BLACKWELL,
Purveyors to the Queen.
18no-63 SOHO SQUARE, LONDON.

FOR SALE.

GIESLER'S Creaming Champagne, Port, Sherry, &c., &c.

SMITH, KENNEDY & Co.
tf Shanghai, 16th September, 1859.

HOUSES & LAND.

TO LET.

THE Godown in Foochow Road, at present occupied by Messrs. John Forster & Co. For particulars apply to,

WATSON & Co.
tf 243 Shanghai, 3rd October 1863.

FOR SALE.

A Back Lot in British Concession at Kiukiang.

Apply to
RICHD. R. TYERS.
tf 117 Shanghai, 4th May 1863.

MISCELLANEOUS

AMMUNITION.

Eley's Ammunition

OF EVERY DESCRIPTION

FOR SPORTING OR MILITARY PURPOSES:

Double Waterproof Central Fire caps, Felt Waddings to prevent the leading of Guns, Wire Cartridges for Killin Game, &c., at long distances, Breech Loading Cartridge Cases of superior quality for Shot Guns and Rifles.

Contractors to the War Department for Small Arms Ammunition.

Jacob's Rifle Shell Tubes, Cartriges and Caps for Colt's, Adams', and other Revolvers.

Enfield Rifle Ammunition, and Ball Cartridges.

for Whitworth and Henry's Rifles, also for Westly Richard's, Terry's, Wilson's, Prince's Deare's and other Breech Loaders.

Bullets of uniform weight made by compression from soft Refined Lead.

Eley Bros., Gray's-Inn, London, W.C.
26wks 162 Shanghai, 27th June, 1863.

To prevent spurious imitations, please to observe that the words "KEATING'S COUGH LOZENGES" are engraven on the Government Stamp of each Box, without which none are genuine.

KEATING'S COUGH LOZENGES,

FOR HALF A CENTURY this well-known remedy for Pulmonary Disorders has successfully stood the test of public approval, and their usefulness has been extended to every clime and country of the civilized world. They may be found alike on the gold-fields of Australia, the back-woods of America, in every important place in the East or West Indies, and the place of Pekin. During this long period they have withstood the pretensions of numerous inferior rivals, and are now the acknowledged antidote for Coughs, Colds, Asthma, &c.

Prepared and sold in Boxes, Tins, and Bottles of various sizes, by THOMAS KEATING, Chemist, &c., 79, St Paul's Churchyard, London. Sold Retail by all Druggists and Patent Medicine Vendors in the World.

Sold in Shanghai by
J. LLEWELLYN & Co.
"Medical Hall."
20wk 256 Shanghai, Oct. 17th, 1863.

NOTICE.

THE Chairman of the Shanghai Dock Company has directed the Undersigned to give Notice that any vessel or hulk lying within sixty fathoms of the entrance to either Dock, on a line drawn straight outwards into the river, and fifty fathoms on each side of such line, up and down the River, will be liable to be made fast to by vessels entering the Docks, and will be responsible for any damage, or collision caused by her position.

HAWKINS & Co,
tf 186 Shanghai, 21st July, 1863.

TO PURCHASERS AND CONSUMERS OF COAL IN SHANGHAI.

HAVING been informed that Cargoes of Coal have been Shipped at Birkenhead and certified as

"WELSH HARTLEY COAL,"

we hereby give notice that the parties giving such certificates have no authority from us to do so, and that all Coal shipped by us is certified on the back of the Bills of Lading, as

"LAIRD'S WELSH HARTLEY STEAM COAL,"

and we further state that this is the only Coal of that name on the lists of the Honourable East India Company, and the Peninsular and Oriental Steam Navigation Company, and no certificate is genuine unless signed as under.

W. & H. LAIRD,
Birkenhead and Liverpool.
7ma-64 63 7th March, 1863.

NOTICE.

THE Undersigned, having been assured of the support of the Imperial and Consular Authorities, give notice that they do not hold the interests they represent responsible for any damage done by their steamers to vessels lying in the fair way, as defined by the Harbour Master, or within the berth at their buoys.

RUSSELL & Co.
tf 209 Shanghai, August 28th, 1863.

E. C. KIRBY & CO.,

Ship Chandlers, Store Keepers, and Bakers, &c.

NINGPO.

E. C. KIRBY & Co., having been established at this Port two years, and now receiving their Consignments of Goods direct, are enabled to supply the community and the Shipping visiting Ningpo on such terms as will bear a favorable comparison with Shanghai and Hongkong, and trust to merit that share of patronage, so liberally bestowed on them hitherto.

They have on hand a good assortment of Ship Chandlery and Oilman's Stores, also Fancy goods of every description.

There is attached to the Store a Dispensary where prescriptions are carefully prepared and a large quantity of drugs always in stock.

tf 69 Ningpo, 12th March, 1863.

EGLINTON HOUSE HOTEL, POINT DE GALLE.

PASSENGERS by the steamers of the P. & O. Company and the Messageries Imperiales calling at Point de Galle will find the EGLINTON HOUSE HOTEL a comfortable, and delightfully situated house, with a view of the sea and shipping; and within a few minutes walk of the jetty.

R. C. EPHRAUMS,
Proprietor.
19de 220 19 September, 1863.

MISCELLANEOUS.

SAUCE.—LEA & PERRINS' WORCESTERSHIRE SAUCE.

Pronounced by Connoisseurs to be the only Good Sauce and applicable to every variety of Dish.

Extract of a Letter from a Medical Gentleman at Madras to his Brother at Worcester, May, 1851:—

"Tell Lea & Perrins that their Sauce is highly esteemed in India, and is, in my opinion, the most palatable as well as the most wholesome sauce that is made."

CAUTION.

LEA & PERRINS,

Beg to caution the public against spurious imitations of their celebrated WORCESTERSHIRE SAUCE.

L. & P. have discovered that several of the Foreign Markets have been supplied with SPURIOUS IMITATIONS, the labels closely resembling those of the genuine Sauce, and in one or more instances the names of L. & P. *forged.*

L. & P. will proceed against any one who may manufacture or vend such imitations, and have instructed their correspondents in the various parts of the world, to advise them of any infringement of their rights.

ASK FOR LEA AND PERRINS' SAUCE.

*** Sold Wholesale and for Export, by the Proprietors, Worcester; Messrs. Crosse and Blackwell; Messrs. Barclay and Sons, London; &c., &c.; and by Grocers and Oilmen universally.

10fe-64 24

SCREW AND PADDLE STEAMERS, &c.

G. H. HARRINGTON & Co,
Architects, Engineers and Surveyors,
27, *Leadenhall Street, London, E. C.*

CONTRACTS entered into for Building Wood or Iron Screw and Paddle Steamers, Sailing Ships, Tugs or Barges suited to Sea or River Navigation.

Patent Combination Vessels with Teak Flanking and Iron Frames.

Estimates and particulars forwarded on application, and contracts made for delivery of all kinds of Vessels in India.

6fy 198 30, Cornhill, London, June 1st, 1863.

A. MARKS & Co.,

Auctioneers and Commission Agents.
YOKOHAMA,
JAPAN.
tf 264 Yokohama, 5th October, 1863.

JOSHUA JOSEPH AND SONS,

MANUFACTURERS OF ALL DESCRIPTIONS OF
BOOTS AND SHOES
SUITABLE FOR THE HOME & FOREIGN MARKETS
13, SKINNER STREET, SNOW HILL,
LONDON.
20 w 255 Oct. 17th, 1863.

DICKSON & Co.

General Commission Agents,
NINGPO.
tf 244 Ningpo, May 18th, 1863.

J. KEARNY RODGERS,

GENERAL BROKER,
(In Ships, Land, Merchandize, &c.)

Office (公 和 "*Kong Ho*") in Foochow Road, Next door to Messrs. HALL & HOLTZ'S premises.

tf 119 Shanghai, 9th May, 1863.

BYRNE & Co.,

GENERAL MERCHANTS, SHIP BROKERS, AUCTIONEERS, MARINE SURVEYORS, AND PROPRIETORS OF CARGO-BOATS.

OFFICE AND GODOWN IN NANKIN ROAD,
near the Bund.
tf 15 Shanghai, 1st January, 1863.

McKENZIE & CO.,

Ship Shandlers, Store-keepers, and Provisioners,—Soda Water, and Lemonade Manufacturers.
YANG-KING PANG,
SHANGHAI.

WHITFIELD & KINGSMILL,

CIVIL ENGINEERS AND ARCHITECTS.
Yew-kun

Orders received for Machinery and Iron work of all descriptions to be executed in England under the superintendence of an Experienced Civil Engineer and Machinist.

tf 34 Shanghai, 23rd January, 1863.

S. C. WOODRUFF,

Shipchandler, Storekeeper, and General Agent.
THE BUND, HONG-QUE,
SHANGHAI.
my-64 May 10th, 1862.

HALL & HOLTZ,

SHIP CHANDLERS, STOREKEEPERS, AND BAKERS,
BREAD AND BISCUITS.
SHANGHAE.

W. M. MORGAN & CO.,

Brokers, Commission Agents, and Auctioneers,
D'AGUILAR STREET,
HONGKONG.
tf

Wm. DATO and Co.,

GENERAL STORE-KEEPERS, WINE AND SPIRIT MERCHANTS,
SHANGHAI.
Yang-king-pang, Corner of Rue Montauban.
tf Shanghai, 4th April, 1862.

[*Edited by* R. ALEXANDER JAMIESON *Printed & Published every Saturday, at the North-China Herald Office, Shanghai.*]

SUPPLEMENT TO THE "NORTH-CHINA HERALD."

SHANGHAI, SATURDAY, NOVEMBER 7TH, 1863.

BRITISH CONSULAR COURT.

4th November, 1863.

Before J. MARKHAM, Esq., *H.M. Actg. Consul.*
„ R. R. WESTALL, Esq. } *Assessors.*
„ W. KESWICK, Esq. }

MANNING *versus* ELLISSEN & Co.

THE Plaintiff in this case claimed Tls. 30,000 for damages sustained through the Defendants disobeying his instructions to send the *Nora Creina* to Japan. The damages were estimated $30,000 loss of sale, $1,800 loss of time by plaintiff through detention in China, and $1,080 for expenses, during detention, making with other items $33,265.

The defendants pleaded
1st—Denial of claim alleged.
2nd—Denial of loss alleged.
3rd—Denial of any liability whatever.

Mr. LAWRANCE, in opening for the plaintiff, stated briefly the grounds of the action. The Illawarra S. N. Co. had sent Mr. Manning to Shanghai with authority to sell the *Nora Creina*. He had come up from Australia in the *William IV*, and on his way, had arranged with his Agents in Hongkong to run the *Nora Creina* to Foochow, and if she were not sold there, to lay her on for Nagasaki and Kanagawa. The Plaintiff left for Japan in November, after an interview with Mr. Tootal in which he gave that gentleman instructions to lay her on as stated if she were not bought at Foochow. While in Japan, he received a letter from Defendants which astonished him very much, as it said that the *Nora Creina* had not been sold in Foochow, but had arrived at Shanghai and had been advertised for charter. He wrote expressing his astonishment; the defendants replied denying their instructions, and the result was the present claim by the plaintiff for loss sustained through the non-sale. While the plaintiff was in Japan, there was a great demand for vessels; only three had been sold at the time of his arrival, but a large number since. It was contended therefore that, had the *Nora Creina* gone, she must have been sold. The questions for the Court to decide would be—whether the instructions alleged were given; whether, if they were given, there was any negligence on the part of the plaintiff in carrying them out; and whether the plaintiff had sustained damage in consequence.

JOHN E. MANNING,—I arrived in Shanghai in October 1862. I came for the purpose of effecting the sale of three steamers—the *Victoria*, the *Nora Creina*, and *William IV*. I had an interview with Mr. Tootal at Messrs. Ellissen & Co.'s house, on the day of my arrival. I found the *Victoria* had been laid on for Kanagawa without my instructions. I expressed my astonishment that this had been done without my instruction, but said that I would go over in her. I told him that his firm at Hongkong had obtained freight for the *Nora Creina* to Shanghai *viâ* Foochow, and that when I was at Foochow, hearing there was a demand for a local steamer, I had empowered Messrs. Ellissen & Co. to sell her at a price named. She had not arrived when I left Foochow. I told Mr. Tootal this, and empowered him, in the event of a certain sum being offered for her, smaller than that I had named to the Foochow firm, to accept it and sell the vessel. I told him distinctly that my object was to effect an immediate sale of all three steamers and at once get back to the colonies. I also said I intended to place the *Nora Creina* and *William IV* in the hands of Messrs. Hogg Brothers, reminding him at the same time that his firm at Hongkong had nothing further to do with the *Nora Creina* than to freight her up to Shanghai. Mr. Tootal dissuaded me from this step, and I agreed to replace them in Messrs. Ellissen & Co.'s hands, they undertaking to do all the business for me at 2½ per cent. I wrote a letter of instructions previous to my leaving Shanghai. (Read). The commission mentioned was in consequence of an arrangement with Mr. Tootal to that effect. I left for Nagasaki the first week in November, by the *Victoria*. I wrote a letter to Mr. Tootal from Yokohama on the 22nd November. (Read). I hand in a letter (A) from Messrs. Ellissen & Co dated 20th November; also a letter (B) dated 25th November, announcing arrival of *Nora Creina* at Shanghai, and stating that they thought they could get $2,500 or $3,000 a month for her for coast trade to Foochow; that, if they got $3,000 they would accept, if not, they hoped to get as much elsewhere. I wrote to Messrs. Ellissen & Co. on the 27th, saying I did not regret the failure to sell the *Nora Creina* at Foochow, as I thought there was a good chance of selling her in Japan; that I had not yet sold the *Victoria*, but the prospects were favorable. On the 2nd Dec. I wrote to Mr. Tootal, acknowledging the receipt of his of the 25th Dec., talking of chartering the *Nora Creina*, and saying I was astonished that he should disregard my letter of instructions, requesting that she might be laid on for Kanagawa, especially after I had mentioned what good prospects of sale I found. I referred him to my letter of instructions and said if the *Nora Creina* had not left for Japan, I should hold him responsible; that he had no power to charter her against my instructions, and that I hoped if a charter had been completed, steps would be taken to rescind it. I hand in a letter (C) dated 2nd Dec. from Messrs Ellissen & Co., saying that they had chartered the *Nora Creina* to Messrs. Johnson & Co. for $2,500 for six months, also one (D) dated 3rd Dec., enclosing copy of charter-party, and advising me to sell quickly, as plenty of steamers were coming. I wrote acknowledging receipt of charter-party, but repudiating the agreement, saying that they had acted in opposition to my instructions and that I should hold them responsible. On the 13th December, I received letter (E) from Messrs. Ellissen, mentioning that Captain Thomas had refused to take the *Nora Creina* to Japan. I also hand in a letter (F) dated 18th December, saying that on Captain Thomas arrival, my instructions had been read to him, but he had declined to take the vessel over, because he considered it unsafe, and that, in this, he was borne out by the case of the *William IV* which had been obliged to put back, that they would try to rescind the charter-party, but that Captain Thomas still refused to take the *Nora Creina* over. They repudiated all pecuniary liability and declined further relations with me. I replied, on the 3rd January, that it was strange that, after arriving without accident from Australia, Capt. Thomas should consider the *Nora Creina* unfit to go 500 miles farther to Nagasaki. I wrote no more on this subject till my return to Shanghai. I arrived from Japan early in April, and have since been in communication with Messrs. Ellissen & Co. on the subject of dispute. The result was an application to them for the damage I had sustained. I wrote on the 13th requesting a statement of our accounts, and said I did so without prejudice to any claim I might hold about the *Nora Creina*. I considered they had failed in their duty as Agents. I hand in a letter (G) dated 16th April from Messrs. Ellissen and Co. I again wrote asking what compensation they proposed to offer for the loss of sale of the *Nora Creina*, and mentioned that I had heard that Messrs. Johnson and Co. had expressed a desire to cancel the charter-party, but that Messrs. Ellissen & Co. had refused to do so, although knowing my wish that she should go to Japan. I hand in a letter (H) dated 30th April from Mr. Cooper, after receipt of which I placed the matter in the hands of Mr. Lawrance. Arbitration was proposed, but Messrs. Ellissen & Co. refused. At the time I went to Japan, there was a great demand for steamers. Messrs. Adrian & Co. were my Agents at Nagasaki. I told them that they might expect the *Nora Creina* and *William IV*. immediately, as I had left instructions for them to be sent. There were several enquiries among the Japanese after the *Victoria*, which was of a similar class to the *Nora Creina*, but smaller, and of only half the horse-power. I am personally aware of this, and got the information from Messrs. Glover and others. I had enquiries for the *Nora Creina* from the Japanese, in consequence of plans being exhibited to them. One Japanese came all the way from Osaka on purpose to buy her. I hand in a letter (I) from my Agents at Nagasaki, saying they hoped to be able to sell the *William IV*, that they had had enquiries after her, and hoped to hear something about the *Victoria*. I also hand in a letter (J) from them, dated 10th January, mentioning the sale of the *Fenella*, and that the market was still open. The *Fenella* was at Nagasaki, about the time the *Nora Creina* and *William IV* should have arrived had they been sent. I hand in a letter (K) dated 11th September. The *Victoria* was nominally purchased by the Tycoon, but was thrown up on seeing drawings of the *Nora Creina* which was preferred. His agents said that, judging from the drawings, they would take her. The *Victoria* was refused because she was too long—164 feet; the *Nora Creina* is only 133 feet. A Japanese interpreter told me that a small steamer called the *Nankin* had been purchased for the purpose for which they intended the *Victoria*, for $45,000. The *Victoria* was subsequently sold according to the Japanese valuation for $73,000, according to mine for $55,000. It was a part exchange. The payment was made—$17,000 in coin, $23,000 in coal, and an English bark called the *Armistice*. A very old steamer, the *Sir Charles Forbes*, with very bad boilers sold for $58,000 at the same time. I hand in a list of steamers sold to the Japanese and their prices. I obtained this information from the Agents of the different vessels in Japan. Only three had arrived before me. If the *Nora Creina* had been sent on at once, she could have arrived the last week in November. She was seaworthy, as she had come up from Hongkong heavily laden at the time. It is stated that Captain Thomas refused to take her over. I have not heard that she had sustained any damage at the time. Capt Thomas wrote me a letter (M) saying he could not understand how Messrs. Ellissen & Co. could throw any blame on him, as, until the charter-party had been signed, they had left him under the impression that they were following my instructions in doing the best they could for the employment of the vessel. I hand in a letter from the Secretary of the North-China Insurance Company (N) dated 2nd Dec., expressing willingness to take risks per *Nora Creina* on coasting voyages. I had her surveyed by Captain Thomas, who has gone home.

(It was here agreed that all documents should be handed in on either side without objection.)

I hand in Survey Report, dated July, 1863. The damage there alluded to was the only one, and would of course not render her unseaworthy after repair. I also had a survey made by the Engineer, whose report I hand in. Had there been anything amiss with her, I should have known it. Before Captain Thomas went away, he made an affidavit before Mr. Lay, which I hand in.

MR. COOPER here expressed a hope that Mr. Manning would put in the affidavit he wrote for Captain Thomas's signature when the latter was at Fuchow, and which the latter returned with a refusal because it was "all lies."

J. E. MANNING continued:—I had two answers from Captain Thomas. I hand in the letter I wrote from Yokohama on hearing of the charter.

Letters from Manning to Thomas handed into Court:—

Q.—Yokohama Dec. 10th 1862 (True Copy)
R.— „ „ 23rd „ „ „
S.— „ Jan. 3rd 1863 „ „

Answers handed in:—

T.—Shanghai Jan. 1st 1863. (Original) acknowledging receipt of Manning's letter of 10th Dec.

U.—Chusan Feb. 21st 1863 (Original) acknowledging letter of 23 Dec.

Letters from Manning to Thomas.

V.—Nagasaki April 2nd 1863 (Press copy)
W.—Shanghai „ 24th „ „

This latter (W) inclosed affidavit for Thomas's signature, and elicited one (Y) dated May 14th 1863 (Original) containing a refusal. Capt. Thomas came to Shanghai in the *Nora Creina*, during the first week in July. He said he objected to the statement in the affidavit that he had not refused to go Japan. He said he had objected, but it was after the Charter Party had been signed.

His reason was that it did n't suit him to take his wife and children with him. This was his sole objection. He subsequently made an affidavit Z.—dated 30th July, 1863, which I hand in.—He left Shanghai immediately after this affidavit was made. Thomas had no interest of any sort whatsoever in the *Nora Creina*. The *Nora Creina* was the property of the Illawarra S. N. Co when she arrived in Shanghai. I hand in Notarial copy of Bill of Sale of *Nora Creina*. When Thomas arrived in Shanghai, there was no account between us except for wages. He had an advance of £50 in Sydney. There was due to him the difference between $300 and £50.

Documents handed in.

A 1.—Account Current, between Capt. Thomas and Mr. Manning.

B 1.—Declaration made at Yokohama by Mr. G. H. Alcock, taken before H. M. Consul at Yokohama, in consequence of M. Alcock's being unable to attend as a witness.
Dated 19th May, 1863.

I.—Declaration of Mr. Adrian before Netherlands Consul at Nagasaki, in consequence of being unable to leave Nagasaki.
Nagasaki, 15 June.

D 1.—Declaration of Charles Wentworth, late Master of *Victoria*.
Shanghai, June 13th, 1863.

E 1.—Declaration by Mr. Lawrenson, Chief Officer of *Victoria*. Shanghai, June 20th, 1863,

These went to prove that, had the *Nora Creina* been sent to Japan, she would have sold well to the Japanese Govenment.

I assumed that the *Nora Creina* would have sold for $60,000. This was in June last. I valued her at $30,000, and claim difference as damages. Five per cent commission was charged on Charter Party, whereas Messrs. Ellissen & Co. agreed to transact business for me at 2½ per cent. That was an arrangement made with Thomas at the time. I claim also for detention for six months. I also charge $6 per day as my expences for living for six months. I did not then know that the vessel had been detained for another month, I have been detained in China solely by this affair. The first rate charged was $10 per day for loss of time. I am Agent for the *Illawarra* Company. My object is to reimburse the owners for loss on account of non-sale of the vessel. I had written them advising them of the great demand for steamers. Subsequent arrangements would have to have been made between the Company and me as to reimbursing me for loss of time. I had to account to the Company for sale of the vessel.

To MR. COOPER:—I came to China for the purpose of disposing of three steamers. The *Illawara* was sold before I arrived in Shanghai. I had nothing to do with her sale. The *Victoria*, *Nora Creina* and *William IV*. were left. The *Victoria* was my father's property. The directors gave me bills of sale, and sent me to China to sell them. I was allowed a certain sum by the Company and by the owner of the *Victoria*, and a commission on the rest. I do not know that a Power of Attorney is requisite for shipping property. I considered the Bills of sale sufficient. The Bills came in each ship, in an envelope addressed to me. I had letters with each bill of sale. From the time I left Sydney till now, I have had no Power of Attorney. I claim this money for myself. The *Nora Creina* was transfered to my name in May this year.

It was here suggested that the Summons should be amended to Plaint-laid by John Manning on behalf of Illawarra Co.

The steamers were not dilapidated when sent to China. The sale of the *Victoria* was not my sole object. It was my principal object. The Illawarra Company's capital is £60,000. I don't know that the balance in hand by last Report was £460. The *Victoria* is of less tonnage than the *Nora Creina*. The *Victoria's* register tonnage is 94, *Nora Creina* 96; the latter has half as much power again. The *Victoria* was bought in by myself at Hongkong for $26,000.

Letters handed into Court.

No. 3, Mr Manning to Mr Tootal. Sept 4th, 1862
„ 4, „ „ „ „ 23rd, „
„ 6, „ „ „ Oct. 8th, „
„ 7½ „ „ „ „ 31st, „
„ 9, „ „ „ Nov. 9th, „
„ 10, „ „ „ „ 22nd, „

also a letter from Mr. Manning to Captain Robertson, relative to the injuries sustained by the *William IV*, on the voyage to Japan

Had the *Nora Creina* followed the *William IV*, she would have got over safely.

Letters No. 11, 12, 13, 15 (originals) from Manning to Defendants, handed in—dated respectively Nov. 27th, Decr. 2nd, 15th, and 23rd, also a letter from Captain Thomas to Defendants, dated Decr. 13th, 1862.

Thomas never claimed anything from the Illawarra Company. I never heard that Captain Thomas had abused me. I gave him a good character as a Shipmaster. I did not apologise to Mr. Tootal in my letter of 3rd January. I merely wrote to shew I was an agent of the Company.

No. 16, Letter of 3rd Jan., 1863, put in.

I arrived in Yokohama on 19th Nov. I could have sold the vessel at any time. I had no other offer but that from the Tycoon's Government.

No. 17, from Manning to Ellissen & Co. handed in, dated 20th Jan., 1863.

I have not had many disputes with Captain Thomas about money.

No. 18, from Mr. Manning to Mr. Tootal, dated 14th March, 1863, handed in.

I have never been short of funds.

No 19, dated 13th April, 1863, from Manning to Defendants handed into Court.

No charter was thought of. My object was to sell the steamer.

No. 20, 18th April, 1863, from Manning to Defendants, and a letter from Mr. Johnson to Mr. Cooper, handed in.

Messrs. Johnson's charter was the only one I heard of. It did not suit Messrs. Johnson & Co. They said they thought it a very good charter for me.

Letter from Mr. Cerruti to Mr. Tootal, 27th Dec., 1862,

Letter from Mr. Cerruti to Mr. Tootal, 29th Aug., 1863,

Letter from Mr. Tootal to Mr. Cerruti, 29th Dec., 1862, handed in.

Original charter party produced.

Captain Thomas was so ill that I could get no accounts from him. I am sure that my expenses are not less than I claim. I claim from the date of charter (29th Nov. to May). I would not have stopped for the *William IV.*, had I sold the *Nora Creina*. I would have got rid of the *William IV*. somehow or other. I consider that I am kept here by the *Nora Creina*. I received payment for the *Victoria* on the 24th March. I received the *Armistice* in part payment. Messrs. Hogg Bros. attended to the business of the *Armistice*. Had the *Nora Creina* gone over, I should have waited either to sell her or to see whether it was possible to sell her.

The Court here adjourned till 10.30 A.M on the following day.

4th November.

The Court having re-assembled, Mr Manning's cross examination was continued.

To MR. COOPER.—The tenor of my conversation with Mr. Tootal certainly was not to the effect that if good employment offered for the *Nora Creina* in Shanghai, he might obtain it. I have never had conversations with Mr. Tootal relative to my letter of the 13th Oct., in which I said the *Nora Creina* was to go on to Japan unless an opportunity offered of doing something in Shanghai. I did cause a notice to be inserted in the paper cautioning the public against paying any money on account of the *Nora Creina* to Messrs. Ellissen & Co. I knew that Messrs. Johnson & Co. had to pay $2,500 to Messrs. Ellissen & Co. next day, which the latter would have received had I not inserted the advertisement. I was not aware of any other sums being due to the *Nora Creina* at the time. I think I communicated with Messrs. Johnson & Co. by letter on the same day. I had previously spoken to them. I inserted the notice because I could not get the balance already due to me from Messrs. Ellissen & Co. and wished to prevent their obtaining any further sums.

Mr. Cooper's letter to Mr. Manning, dated two days previous to the advertisement, informing him that Messrs. Ellissen & Co. were ready to pay him the balance due, was here read at Mr. Cooper's request.

I inserted the advertisement because I did not choose to submit to what I considered an impertinent demand on the part of Messrs. Ellissen & Co., they never having asked me, at the time that I placed the vessels in their hands, to show them my power of so doing. I knew that their refusal to give up the money was in a great measure for the simple purpose of causing me an annoyance. I have exhibited the only authority I possess to act for the Illawarra S.N.Co. I do not know that Messrs. Ellissen & Co. were informed that I had no authority to act for the Company. I did not insert the advertisement to annoy Messrs. Ellissen & Co. My object was to prevent the payment of further sums to them, and to shame them into paying me sums already due. I am not aware of any correspondence between Johnson & Co and Ellissen & Co. I considered myself authorised to insert that notice on behalf of the Illawarra Company. I have given two reasons for inserting the advertisement, and do not consider it a disgraceful one.

To COURT.—I gave Capt. Thomas instructions in Hongkong, to come here and place himself under the orders of Messrs. Ellissen & Co. I simply told him to take their orders. Capt. Thomas was advised in Hongkong that he would probably have to proceed to Japan. I did not give Captain Thomas any written instructions after my arrival in China. When Capt. Thomas made his affidavit at the Consulate, I pointed out to him the inconsistency in his affidavit on the subject. I gave Capt. Thomas his character just before he sailed for England. He made the affidavit before I gave him the character. The words "doing something" alluded to in the letter of the 13th October certainly meant "sale of vessel." I did say that the *Nora Creina* was to be sent to Japan immediately after her arrival at Shanghai. I account for the remark in Captain Thomas' letter to Messrs. Ellissen & Co., "I am still of opinion that in chartering the steamer to Messrs. Johnson & Co., I did the best for the steamer"—by the fact that Captain Thomas merely copied the letter, which had previously been written for him. My father, as manager of the Illawara S. N. Co. originally put Capt. Thomas in command of the *Nora Creina*. His instructions were to obey me in everything. His wages were £25 per month for six months. It depended upon myself whether he was kept on, if the vessel were unsold, at the end of that time.

JOHN MAHON.—I am manager of Astor House I was in Nagasaki about two months last year. There was a demand for ships at the time. I have seen the *Nora Creina* I believe if she had been in Japan, she would have been sold, as there was a great demand, and the Japanese were not particular.

To MR. COOPER.—Last August, I was in Japan for five weeks, and saw four small vessels that had been purchased. I did not pay particular attention, because I was not interested. I believe some vessels were sold, and some unsold.

JOHN ALEXANDER WILSON.—I am the present master of the *Nora Creina*. I am a master mariner. The *Nora Creina* is seaworthy at the present time. I would be quite prepared to take her to any part of the world. She is quite fit to go anywhere. I know Captain Thomas, and was on board while he was master. I have heard him say she was a fine comfortable little vessel, very well fitted for what she was doing. I never heard him express any fear as to taking her anywhere. Capt. Thomas was very ill when he went away. I took the vessel to sea in which he went home. I consider myself under Mr. Manning's orders at present. I never heard Capt. Thomas say anything disrespectful of Mr. Manning.

To MR. COOPER.—Capt. Thomas told me that he had got settled with the steamer before he left. My certificate of competency has not been suspended. I was pilot of the *Ocean Mail* when she was lost. I was a member of a Shanghai Pilot Company. I resigned. They didn't tell me that my services were not required. I resigned because I didn't consider them a proper company for any respectable man like myself to be in. I sent in my resignation about three months before the *Ocean Mail* was lost; but I continued in their employ till she was lost.

To MR. LAWRANCE.—It is customary to give three months notice before resigning. All the pilots are dissatisfied with the company.

To COURT.—I think Capt. Thomas left in the *Celestial*, about the latter end of July.

CLAUD JOHN GARDNER.—I am not in any employment at present. I came from Sydney in the *Victoria*, as a passenger. I was about three years in the employ of the Illawarra Company at Sydney. They gave me a passage up. I have known the *Nora Creina* about four years. I know Capt. Thomas. I have had a conversation with him at Ningpo about the vessel. He told me that she was under charter; that Mr. Manning was in Japan, and that the charter had been entered into without his consent; that Mr. M. had written blowing him up for having entered into it. He always spoke well of Mr. Manning.

To COURT.—I was shipping clerk to the Illawara S.N.Co. in Sydney. I came here seeking employment, I left the *Victoria* at Hongkong. I have not been employed by Mr. Manning since I left Sydney.

This closed the case for the Plaintiff.

In opening for the defence, Mr. Cooper said that he would reserve his observations on the case, and called—

J. H. GWYTHER:—I am a bill and bullion broker. I live and carry on business at Ellissen & Co.'s. I know Capt. Thomas of the *Nora Creina*. Letter No. 7½ (31st Oct.) handed to witness. I remember Capt. Thomas coming to Ellissen's office in October or November last. I remember a conversation between Mr. Tootal and Captain Thomas relative to the *Nora Creina*. Besides Mr. Tootal and myself, there were present Mr. Morris, Mr. Muir and Captain Robertson. The subject of conversation was as to Capt. Thomas taking the *Nora Creina* to Japan. Mr. Tootal read a note to Capt. Thomas which he had received from Manning relative to the dispatch or employment of the steamers. I saw the letter, and identify No. 7½ as it. Mr. Tootal read him the letter. Captain Thomas said "Damn Manning, I am not his servant. I am the servant of the Illawarra S. N. Co., I won't go to Japan, and I don't think the ship is fit to go at this season of the year. Manning is a damned sneak, every body in Sydney thinks so, and he was sent up here to be got rid of. I won't leave the ship unless my wages and those of the rest are paid up to date." This was said in the presence of the men I have mentioned. I remember the charter of the *Nora Creina* by Messrs. Johnson & Co. I remember it because Mr. Tootal was very busy and asked me to copy it. I don't recollect that I was there when Cerruti was there. The charter-party was made subsequent to this conversation with Capt. Thomas. I don't recollect any conversation bearing on this case. I have heard Capt. Thomas reiterate what he said in the first conversation. I am quite certain that the letter was read over to Capt. Thomas before the Charter Party was made. On Capt. Thomas returning from Foochow, he came to Ellissen's office. He stated that Manning had sent him a paper for signature before the Consul at Foochow, declaring that he (Thomas) had not refused to go to Japan, and that Ellissen & Co. had not attempted to cancel the charter with Johnson & Co. He said he refused to sign what was false, and that it was just like one of Manning's sneaking tricks. I remember Mr. Tootal going with Capt. Thomas to Johnson & Co.'s office to cancel the charter party. I have been lately at Yokohama. I called on the firm of Schultze Reis & Co. Mr. Reis told me that during two months he had received no good offer for the vessel.

To MR. LAWRANCE:—I know nothing except by hearsay as to Mr. Tootal's acceptation of Capt. Thomas's statement as to his being a servant of the Illawarra Co. I heard that Thomas' had signed a paper which Manning had sent to him. The conversation alluded to, occurred about the end of June or beginning of July. I have not seen or read the affidavit. Mr. Reis and myself said nothing as to the *Nora Creina*. I don't recollect what Mr. Tootal said when Thomas said he would not take the steamer across. The language used by Thomas was so strong, I shall never forget it.

ALLAN ROBERTSON:—I am a Shanghai Pilot. I came from Sydney as Master of the *William IV*. I remember Thomas's arrival here with the *Nora Creina*. I met Capt. Thomas immediately on his arrival and before he went to Ellissen & Co.'s. I told him I was going to Japan, and that from what I heard from Mr. Tootal, I judged he would have to follow. He cursed and swore at Manning, and asked where the office was. Before we got to Ellissen's he said he would not go. He said he would see Manning damned first. Japan was not in his agreement and he would not go. We saw Mr. Tootal. Thomas complained of his boilers being in bad order, and said he could not make headway against the strong north-east winds then prevailing. Mr. Tootal told him the *William IV.* was going to Nagasaki, and he must follow. He said he would not go, that he did not recognise Manning. Mr. Tootal said he had a letter of instructions from him. He read the letter for Thomas. The latter interrupted Mr. Tootal and said he did not know Manning in the transaction. He said $1,000 was due to him, and no one should do anything with the boat until he got that sum. After his return from Fuchow, Thomas told me that the bridge of the boiler had burst while towing a large ship out, and that the boiler had burst on the way up. He said the boat was not fit to go over. He said the *William IV.* was a better boat than the *Nora Creina*, and yet she had to put back. I consider that the *Nora Creina* was not worth half $30,000. I don't think any honest man would ask $60,000 for her. The *Nora Creina* and *William IV.* are of about the same capacity. I met Thomas afterwards, he said he was not well and was going home, that he was going to square up with Mr. Manning. He left me then. I saw him again the same day, he had squared up with Manning, and showed me a splendid character which Manning had given him. I remarked on the change in feeling between Manning and himself. I said I suppose this has something to do with the Foochow affair. He left shortly after. He said he was taking home $4,000. In going over with the *William IV.*, I had very bad weather. The boat nearly foundered. The water put the fires out. After I put back, and when Manning came back, he asked me why I didn't let the ship go down. I asked him where was I to go to.

Mr. Lawrance objected to this being received in evidence, as not affecting the case.

Examination continued. He said I ought to have let her go down, that I had two good boats. I said I was paid for sailing and not for losing ships. I consider the letter 13th Dec., written by Manning to me, relative to what ought to have been done with the ship, an insult to any man of honesty.

To Mr. Lawrance.—To the best of my belief the ship was not then insured. I have been in the pilot service for nine months. I entered it in February last. I left the *William IV.* in the same month of my own will. I know Messrs. Hogg Brothers. The *William IV.* was not in their charge when I left. I have had conversations with them relative to the *William IV.* when I first joined the pilot service. I knew them before this. As soon as I received letters from Messrs. Hogg Brothers relative to the *William IV.*, I waited on them. I didn't tell any one that I was about to leave the ship. I left her in charge of the chief officer. I thought I must do something, as I couldn't get my wages. I wrote Manning several letters, but received no answers. Manning says he never received them, although I was told by the Captain to whom I entrusted them that they were delivered. Messrs. Hogg Brothers summoned me before Mr. Medhurst, but did not appear against me.

To Mr. Cooper.—I had received money from Messrs. Hogg Brothers to pay the crew, and considering myself one of the crew, I commenced with myself first, and paid the remainder to the chief officer as part of his wages.

To Mr. Lawrance.—I went to Mr. Hogg for my wages, who said they had nothing to do with the str., but would pay the crew. I signed my own name to the receipt. I received the money in January. My reason for leaving the ship was that my time was up. I had never any written instructions as to whom I was to look on as master. When I left Sidney, Manning's father said I should find his son in China and must attend to him. I often saw Manning jun., in Sydney. If I were look to him, I ought to have had a letter of instructions. I don't think there was a toss up between the *Nora Creina* and the *William IV.* I don't think Thomas was chaffing me when he said the *William IV.* was better than the *Nora Creina*. I think it would have been dishonest to take $30,000 for the *Nora Creina*. Thomas told me that Manning had written him a letter to have sworn to at Foochow. I asked him whether he had sworn to it. He said he had not. He gave no reason, but said it was something about the charter party. I thought more of Thomas than of Manning, but I thought Thomas must have done something to get the good character from Manning. The *William IV.* could easily have been sent to sea at a very trifling expense. I know nothing personally of the *Nora Creina*. If Thomas said that the *Nora Creina* was seaworthy up to July 1863, he stated a falsehood either to Manning or myself. I have no accounts with Manning now. He says I owe him $87 He holds two promissory notes of mine. I came to China on the understanding I should have China wages in China waters. The other Captains had them. When I asked for them, he laughed at me. I had no written agreement, although Manning sen., promised the increase. I payed myself at the increased rate of wages out of the money paid by Messrs. Hogg Brothers, and gave Manning jun. promissory notes for the difference.

To Mr. Cooper.—I have never been charged in any court of justice with felony.

To Court.—It was about July that Thomas shewed me the character he received from Manning. I don't recollect the exact date. I gave my letters to Manning into charge of Capt. Mann of the *City of Nantes*. Thomas was never before employed to my knowledge by the Illawarra Co. He never told me that he held instructions as to any of the steamers.

J. Broadhurst Tootal, examined by Mr. Cooper: I manage the firm of Ellissen & Co. in Shanghai. I received the letters from Mr. Manning, put into Court. I did not put the *Victoria* on for Japan without instructions. I acted in accordance with Manning's written instructions. I thought that I was acting in the interest of the owners by despatching her to Japan. On Manning's arrival in Shanghai from Hongkong, he stated that it was a pity the *Victoria* was going away so quickly. With reference to Manning's letter of 13th October instructing me to place the vessels on for Japan unless there was a prospect of doing something in Shanghai, I had a verbal communication with him to the same effect. It was regretted that there was so little chance of sale, and suggested that the *Victoria's* going to Japan would be a test of that market. The chances of employing or selling steamers of the *Nora Creina* class in Shanghai, were then very bad. Immediately before taking his leave he placed his letter dated 31st October on my desk. I opened it, and said "You had better go through this." He said it was unnecessary, as its tenor was in accordance with our conversation. On the arrival of the *Nora Creina* and *William IV*, I acted strictly upon these instructions. The *William IV* was despatched without passengers or cargo. She put back. The *Nora Creina* arrived about the 22nd November. The Captain called with Captain Robertson. I told him he must get his cargo out as soon as possible, and go to Japan. He said he would not go. I said I will read Manning's letter. I read it to him. He used some strong language, and reiterated his refusal to go. I remonstrated and said you must go. He asked by whose orders. I referred to Manning's letter. He said he didn't know him in the matter. Manning had come up with the *Victoria*, of which he was part owner. On the other hand he (Thomas) was a servant of the Illawarra S.N. Co. He said he would produce his agreement with that Company. I asked him to do so, and he subsequently did. He said he considered himself under the orders of the Company, and that he would employ an agent who would advance him $1,000 when he wanted it. He said he would do anything to lessen the expenses of his steamer, such as going up the River, towing, coasting, &c. I told him I had had enquiry for steam to Poo-too, and for steam convoy from Ningpo. He said towing or convoying was just the thing for him. I told him that from 2,000 to 3,000 dollars per month could be got, and that the charterers would find coal. I advertised the *Nora Creina* for sale, freight or charter, in accordance with Thomas's instructions. (Advertisement produced). I drew Mr. Thomas' attention to the fact that in departing from Manning's instructions, he did so on his own responsibility. From the time of Manning's departure from Shanghai I had been in communication with him. I recollect the letter of November 9th from Mr. Manning, in which he says

> I am afraid these steamers are all too small for this market. Don't refuse any decent offer for either of these two steamers, but failing send them on at once.

I acted to the best of my ability for the advantage of the owners of the steamers. I remember the letter of the 22nd November from Mr. Manning when at Nagasaki, in which he says.

> I am afraid the *Victoria* is too small for the Japanese. I don't know what may have occurred with the steamers since I left, but shall be glad to hear.

I kept Manning advised of every occurrence connected with the steamers. On the 29th November, a charter for the *Nora Creina* was drafted and signed. No better charter was procurable in the North of China. The charter was for $2,500 per month, the charterers finding coal. I consider that under the circumstances, had I missed the charter, I should have been guilty of gross neglect. Captain Thomas wanted $5,000 to cancel the charter. Mr. Johnson said he thought $2,500 would be about fair. The offer was never positively made, and before it could be settled, the Ningpo agent declined to cancel it. The commission on her sale in Japan would have been more profitable to me than the commission on the Charter Party. In his note to me, he told me to consign the ship to Order. I did not send the steamers to Messrs. Glover & Co. I gave Captain Robertson a letter of introduction to Glover & Co. I don't know what consigning a steamer to order means. I had no object to serve except the interests of those who placed their steamers in my hands in sending Capt. Robertson to Glover & Co. I received some very unbecoming letters, and I wrote the letters which have been put in, complaining of his conduct. I know that the letter of Dec. 13th is in Thomas's handwriting. I did not see it written. It was on account of Manning's finding fault with me that that letter was written. I read Manning's letter threatening us with proceedings, to Thomas, and he said, I repeat that I will not take the *Nora* over to Japan—She is not fit for it. I said, it is due to me to put that in writing. He said he was not much of a hand at writing letters—what should he say? I said—the simple fact. He asked me to put down what he ought to say. I wrote down a few lines to the effect that he had declined and why, which he subsequently sent me. I produce a letter from Mr. Simpson (19th May 1863) of our Foochow house, which give me information of Manning having sent the affidavit for Thomas's signature.

Adjourned till 10 A.M. Thursday.

5th November.

Mr. Tootal continued:—I remember Captain Thomas showing me a character from Mr. Manning shortly before he sailed for England. It was a very excellent character. I think it was either the 20th or 21st July. Thomas came in in high glee and showed me his character; said he had settled every thing with Mr. Manning, his accounts were all squared, and Master Johnny was as mild as milk. I said it was a very excellent character, and would carry him through the world where the character of the man was unknown; I hoped he did not pay too dear for it. He did not tell me at the time that he had signed any affidavit. Captain Thomas never shewed me any authority from the Illawarra Company. I had no other authority than has already been produced, for interfering with the steamers. I had no means of determining whether the statements made by Captain Thomas as to his claims on the steamer were true or not. It would have been more satisfactory to me if the steamer had gone to Japan, as personally, I have a great objection to shipping business. There is no foundation for Mr. Manning's assertion that I interfered to prevent the steamers passing into the hands of Hogg Bros. I made no agreement with Captain Thomas as to commission. I did agree to divide commission in case of sale. There is still a balance due to me on account of the *Nora Creina*, through an omission to debit her with Tls. 156 for coals and lighterage. It arose through the charterers of the *Nora Creina* paying for the coals then on board of her; we subsequently paid Messrs. Hogg Brothers for the coal, but omitted to debit it to the vessel.

To Mr. Lawrance:—I relied on both the letters of the 13th and 31st of Oct. as my instructions from Mr. Manning—in connection with his conversations. The letter of the 31st Oct. was handed to me by Mr. Manning, but not read by him to me. I did not read it at the moment, as he said it contained the substance of our conversation. I think that the *Nora Creina* arrived on the 22nd November. It was solely in consequence of Captain Thomas's refusal to take the *Nora Creina* to Japan that she did not go. I do not remember Captain Thomas saying that if she didn't go, I must find another master. I remember suggesting whether, if he wouldn't go, I should put another master in. He replied that no man should take the steamer away until all his claims and those of his crew were settled. I wrote to Mr. Manning on the 13th Dec. telling him of Capt. Thomas' refusal to take the steamer to Japan. I think this letter must have been the first intimation he received of the refusal. I told Captain Thomas he must give Mr. Manning his own reasons. Subsequently to that, I received Mr. Manning's letter of 2nd Dec., expressing surprise that the *Nora Creina* should have been advertised for sale or charter. I did not ask Mr. Manning for his authority to act for the Illawara Company, until I asked in the letter which is before the Court. It was written by advice of my solicitor, in reply to Mr. Manning's application for the balance due to him. Captain Thomas gave as his reason for not acting under the instructions which Mr. Manning gave me, that he was not in Mr. Manning's employ. He produced his engagement with the Company. He said he was not bound to act under Mr. Manning: that, if any one was master, he was Mr. Manning's master. The paragraph in Captain Thomas' affidavit stating that he refused to cancel the charter-party with Messrs. Johnson & Co., acting under instructions from me, is false. I believe the real reason the charter-party was not cancelled was that Messrs. Johnson & Co. had sublet it. I cannot say certainly whether it was on the 20th or 21st that Captain Thomas shewed me his character, but it was on one of those days. He did not tell me that he had made an affidavit. I should have considered myself equally entitled to commission, whether the vessel were sold in Japan or chartered here. All these steamers were placed in my hands. I did not receive any commission from Mr. Manning on the *Victoria*. I had written previous to her sale, refusing to have anything more to do with him. I I did not claim commission for this reason.

To Mr. Cooper—I handed to my solicitor a cheque for the balance of the account, to be paid over to Mr. Manning upon his satisfactory receipt. He could not give a satisfactory one, so we took Hogg Bros., undertaking to pay it.

To Court.—I could not have displaced the master of the *Nora Creina*. I had no other positive offer besides that by Messrs. Johnson. I left the matter of the charter to Capt. Thomas; but I may mention that I am aware they would not take her for a less period than six months. Mr. Manning told me I would find Capt. Thomas a very smart fellow. When I advertised the vessel, I had no application for purchase.

Francis B. Johnson.—I am a member of the firm of Johnson & Co. Our firm at Ningpo chartered the *Nora Creina* about November last. I can't say whether the charter was a beneficial one to the owners of the steamer or not Capt. Thomas and Mr. Tootal called upon me with reference to the charter. I told them I disapproved of the charter having been effected, and asked them to cancel it. I asked what they would take to cancel it, and after some consultation, the Captain replied that he would take $5,000. I said the outside I should be prepared to give would be $2,500. This was declined. I do no know that Mr. Tootal persuaded Capt Thomas to act either one way or th other.

To Mr. Lawrance:—Mr. Manning has complained to me of the charter having been effected. I believe he did say that it was effected by Messrs. Ellissen contrary to his instructions. I remember distinctly the matter being referred by Mr. Tootal to the Captain.

Mr. Cooper said the case for the defence here closed. Having regard to the length of time the Court had already been occupied, he would not detain them longer than to express a hope that, whatever their decision might be, they would feel justified in expressing an opinion that Messrs. Ellissen & Co. had not been deficient in zeal in doing their best for the steamers.

Mr. Lawrance said that, as the fact of Mr. Manning's possessing instructions to act for the Illawarra S. N. Co. had been impugned, he wished to hand in some letters which had been addressed by the Manager of that Company to him, which clearly showed that he was looked on as their Agent. He also wished to put them in, to prevent reliance being placed on the statements which had been made by Captain Thomas. One of the letters distinctly stated that the latter was under Mr. Manning's orders. The Court had been already occupied so long, that he wished to show the same consideration Mr. Cooper had done; but he desired to make one or two observations which might weigh with them. With regard to Mr Tootal's evidence, the portions on which he had more particularly cross-examined him, related to his failure to advise Mr. Manning of Captain Thomas' refusal to go to Japan. Mr. Tootal admitted that two or three letters had been written before the fact had been mentioned to Mr. Manning. It would be a question for the Court to decide, as to whether he were not bound to communicate with the latter at once, instead of confining himself to giving the matter over to Captain Thomas. No dispute had occurred at that time, and he submitted that Mr. Tootal was bound to inform his principal of the impediment to carrying out his instructions. It was impossible to doubt, after hearing Mr. Tootal's evidence, that that gentleman believed he was doing his best; and whatever might be the judgment of the Court, no one would entertain a less opinion of him personally. He (Mr. L.) felt, however, that he should be failing in his duty to his client, if he did not make some remarks—he might almost say, in defence of his character. One witness had been produced whose testimony was most extraordinary. He alluded to Mr. Gwyther. No one who knew Mr. Gwyther could cast the slightest imputation on his character; but he (Mr. L.) must say it was a very singular thing that he should be able to repeat with such extreme circumstantiality minor details of conversations in which he, Mr. Tootal and Captain Thomas had taken part, and to quote the extraordinary remarks made by the latter regarding Mr. Manning, and yet forget the points in the conversation regarding which he (Mr. L.) had cross-examined him. The only inference was, that Mr. Gwyther was a partisan; he was living with Mr. Tootal and wished only to speak in favour of one side. He (Mr. L.) did not wish to cast any imputation on Mr. Gwyther's character; but certainly thought his memory was either very extraordinary or very convenient. As regarded the late Captain of the *William IV*, no reliance would be placed on his evidence; he had admitted that he had deserted his ship; admitted that he had appropriated money, and then came and attempted to give evidence which must damage Mr. Manning, unless the latter's character were taken to stand higher than his traducer's. It only remained to to say a few words in regard to the question of Messrs. Ellissen & Co.'s liability. The law regarded three kinds of Agents; viz., unskilled and unpaid agents; unskilled and paid agents, and skilled and paid agents. Mr. Tootal could only come within the last of these classes. He was bound therefore to conduct business entrusted to his hands as any other man of business would do. The question was, whether Mr. Tootal had done his best in the case of the *Nora Creina*; whether he had done as any other business man in the same position would have done. He (Mr. L.) personally regretted the case coming into Court at all, as by such a course grievances were raked up which would otherwise smoulder in the dust, and the harmony which should reign between individuals was disturbed. But it was the duty of an advocate to see whether there was reasonable ground for advising a client to take the step; and if he had not thought that, in the present instance, there existed reasonable ground for imputing some degree of carelessness to Messrs. Ellissen & Co., he should not have advised Mr. Manning to bring the case before the Consul. The question of damages of course bore much upon the demand which existed for steamers in Japan, at the time the *Nora Creina* arrived in China.

After some deliberation, the Court gave judgment in favour of Defendants, with costs.

THE SHANGHAI PILOT COMPANY.

To the Editor of the

Daily Shipping & Commercial News.

Sir,—While reading your paper of to-day, I came to the evidence of John Alexander Wilson, and do not hesitate to say and am prepared to prove that the part relating to the respectability of the Shanghai Pilot Company is false.

I may further inform you that he was dismissed from the Shanghai Pilot Company. As for the dissatisfaction of Pilots, time will shew to the Public the truth or falsehood of his assertion.

I remain yours, &c.,
ONE OF THE BODY.

STATEMENT OF C. J. GARDNER.

Having but recently arrived in Soochow, previous to Morton's going over to Gordon, I have nothing to state regarding events or persons there. I left Soochow with about 30 others, among whom were a number of sick. On arrival at Nanzing, most of the able bodied men who had any funds, managed to leave in small boats for Shanghai When I left Nanzing four days ago, there were then at that place eleven men, seven of whom were sick and wounded, and said they would wait until sent for by their Consuls. The wounded men are in a desperate condition, without clothing or medical assistance of any kind, and unless sent for immediately I am afraid will not recover. The above were sent from Soochow by the Mo Wang, with the understanding that they, with Burgevine, should proceed in rebel boats to Nanzing, and thence find their way to Shanghai. Burgevine having re-entered the city shortly before we left, we were sent on without him. The greater part of these men, having but a few cash in their possession, underwent great privations before reaching Nanzing. At Nanzing, the rebel chief supplied a doctor and some stores, with $10 to purchase necessaries, but after this nothing was sent. I remained three days at Nanzing; left there on the 22nd inst., and arrived here on 25th, and make this statement with the intention of obtaining aid for those who are left behind. Among the wounded, there are American, English, and Dutch subjects. I believe with reference to the men left behind in Soochow, that they were detained by the Mo Wang to work his heavy guns—of these I think part against their will; others, being deserters, are probably afraid to come to Shanghai.

C. J. GARDNER.

Sworn before me this 26th day of October, 1863.

JOHN MARKHAM,
H. M.'s Acting Consul.

MISCELLANEOUS.

COMMERCIAL BANK OF INDIA.
SHANGHAI AGENCY.

THE Bank buys and sell bills on London, Bombay, Calcutta, Hongkong, Foochow, and Hankow.

CURRENT DEPOSITS ACCOUNTS are kept, but no Interest is allowed thereon.

FIXED DEPOSITS are received at the following rates of Interest:—

If lodged for 3 months certain 3 per cent per annum.

If lodged for 9 months certain 5 per cent per annum,

If lodged for 12 months certain 7 per cent per annum.

Hours of business from 10 A.M. to 4 P.M; on Saturdays from 10 A.M to 1 P.M, after which times respectively, no business of any kind will be transacted

H. HOWE WIGGINS, *Agent.*
tf Shanghai, 1st August, 1861.

MISCELLANEOUS.

NOTICE.

MESSRS. JOHN PENN & SON of Greenwich, the principal manufacturers of Marine Engines to the British & Foreign Governments, having appointed me their Agent in Shanghai, I am prepared to receive orders for the supply of Engines from that eminent firm delivered in the docks ready for shipment. Messrs. PENN & SON will also undertake to supply Ships and Engines complete, the former to be constructed at one of the first Ship Building yards on the Thames.

GEORGE WHITFIELD.

Full particulars can be obtained at the office of Messrs. WHITFIELD & KINGSMILL, *Yew-hun.*

tf 33 Shanghai, 23rd January, 1863.

NOTICE.

THE Undersigned are prepared, on receiving instructions, to Charter and load vessels at NEWCASTLE, N.S.W., with the Coals of any of the local mines, for any ports in CHINA.

Reimbursement is made by drawing at 30 or 60 days sight, at the current rate of Exchange ruling in Sydney, for bills on India, China, &c.

PROST KOHLER & Co.

2ino 131 Newcastle, N.S.W., 25th Feb. 1863.

NOTICE.

THE ACCLIMATISATION SOCIETY OF VICTORIA, AUSTRALIA, are willing to make PURCHASES of such useful or ornaments, BIRDS, ANIMALS, and FISH, landed in Melbourne, as may meet the requirements of the Society.

W. H. ARCHER, *Hon. Sec.*

THE ARGUS GOLD PRIZE CUP.

THE ARGUS GOLD PRIZE CUP, of the value of One Hundred Pounds, for the year 1861, will be given to any one (unconnected with *The Argus or Yeoman* newspaper) who, within the year ending 31st October, 1862, shall INTRODUCE into the colony the most valuable or interesting ANIMAL, BIRD, or FISH, in sufficient numbers to establish the breed.

The decision to rest with the Council of the Acclimatisation Society, subject to the ratification of the Editor of *The Argus.*

Applications to be lodged with the Council of the Acclimatisation Society, before the 1st of December, 1862. 29te

NOTICE.

THE Undersigned having a supply of PILES, TIMBER and other material suitable for Wharf-building, a Steam-pile-driving apparatus and an experienced Wharf-builder to superintend the same is prepared to furnish plans and estimates of cost, also to enter into contracts for the erection of Wharves.

ALBERT L. FREEMAN.

Hong-que, house adjoining HEARD & Co.'s Wharf.

tf Shanghai, 30th October, 1862.

NOTICE.

SHANGHAI DOCK COMPANY

E. HAWKINS, *Superintendent.*

THIS Company being now Proprietors of both Docks known as the OLD and NEW DOCKS give notice—

That the OLD or POINT DOCK is closed for enlargement, and cannot receive Vessels, until further notice.

The NEW or LOWER DOCK receives Ships of 14 feet draft and 280 feet length.

The Dock charge is Tl. 1.5. (one tael five mace) per Ton for one course of tide, and Tl. 1 (one Tael) per Ton for an additional course.

The Shipwright Work on any vessel entering the Docks is open to general competition.

The Dock Company is not responsible for any debt incurred in the name of the Docks, unless the contract is signed by both the Superintendent and the Chairman of the Company.

All bills for Dockage must be receipted by Messrs. Russell & Co., Treasurers of the Company.

P. LOUREIRO,
Chairman.

tf Shanghai, 19th February, 1862.

WORKS ON SALE.

At the London Mission Printing Office,
SHANGHAI.

CHINESE CLASSICS with Prolegomena, Indices, &c. 2 vols.	$13 00
EASY LESSONS in MANDARIN,..	2 00
William's MAPS OF CHINA, $1 and	2 00
William's TONIC DICTIONARY...	7 00
William's MIDDLE KINGDOM,....	5.00
CHINESE MISCELLANY on Silk Manufacture and Growth of Mulberry,	1.00
CHINESE & ENGLISH MEDICAL VOCABULARY.	0 30
CHINESE, FRENCH, ENGLISH & PORTUGUESE, BIBLES TESTAMENTS, &c.	

COPPER-PLATE PRINTING.

CARDS Printed from ENGRAVED COPPER-PLATES at the *North-China Herald* Office.

Shanghai, May, 1863.

At the North-China Herald Office.

BILLS OF LADING per Ship.
CHARTER PARTIES.
POWERS OF ATTORNEY, & WILLS
PROTESTS, English and American.
COMPRADOR CHECK BOOKS.
SHIPPING ORDERS, in Book.
BILLS OF EXCHANGE, in Book.
Blank Forms of Custom-house PERMITS for Shipping and Landing Goods.

NOTICE.

報 新 海 上

THE CHINESE SHIPPING LIST AND ADVERTISER is now issued regularly on *Tuesdays, Thursdays* and *Saturdays* and offers a sure means of communication with the Chinese Merchants, who have become so largely interested in the Shipping interest here.

PRICE OF CHINESE NEWSPAPER.—$4 per annum.

TERMS OF ADVERTISEMENTS.—2 Tls. Cents per character.

Contracts will be made at lows rate for three months and upwards with the Owners of Steamers and others trading to and from this Port—*payable in advance.* N

SHANGHAI GENERAL CHAMBER OF COMMERCE.

BY a resolution passed at a General Meeting of the British Chamber of Commerce held on the 16th March, it was re-constituted as a "General" Chamber of Commerce.

The Chamber is therefore now open to the admission of Merchants and Mercantile firms of all nationalities.

WALTER PEARSON,
Secretary.

tf 106 Shanghai, 23rd April, 1862.

CHARTERED BANK OF INDIA AUSTRALIA & CHINA.

SHANGHAI BRANCH.

THE Bank keeps open *Current Accounts* on which no Commission is charged and no interest paid.

Local Bills discounted and advances made on approved securities.

Fixed Deposits received at rates of Interest varying according to the term of Deposit.

The Bank grants *Drafts on The City Bank* and on the Head Office in London, buys and sells bills on London, Bombay, Calcutta, Rangoon, Singapore and Hongkong, and transacts all the customary business of Banking and Agency.

J. P. LYNILL,
Manager.

tf 94 Shanghai, April 14th, 1863.

UNION DISPENSARY.

THE Undersigned begs to inform the community of Shanghai and Captains of Ships visiting this Port, that he has established himself as *Apothecary* in the above DISPENSARY.

G. MARTIN,
Apothecary.
Rue du Consulate,

tf 116 Shanghai. 1st May, 1863.

NOTICE.

THE SHANGHAI PILOT ASSOCIATION.

UNDER THE PATRONAGE OF SHIP MASTERS AND MERCHANTS.

THE Association's Schooners *Garland* and *Mine*, Cruize off, and between Gutzlaff and the Amherst Rocks, bearing S.S.W. and N.N.E. from each other.

The above Schooners always to be found at the aforesaid bearings where Pilots can be obtained by Day or Night—except when all are on board of vessels, said Pilot Boats, go to anchor at *the Light Ship.*

Pilots for transporting Ships in harbour, or taking them to the sea, canal ways be obtained by applying at their Office opposite Messrs. DRAKE & Co.'s Godowns, next door to Messrs. BUTLER & Co.'s Shipping Office, Hong-que.

WILLIAM GRIFFIN,
Superintendent.

tf 41 Shanghai, 30 January, 1863.

SHIPPING INTELLIGENCE.

ARRIVALS.

DATE.	VESSELS.	FLAG & RIG.	Tons	CAPTAIN.	FROM	Sailed	CARGO.	CONSIGNEES.
Oct 30	Duplex [H I M S				Yokohama			
.. 30	Monitor	A. str	163	Ballard	Ningpo			Drake and Co
.. 30	Picciola	Ha. bk	230	Krole	Hongkong	Oct 9		Siemssen and Co
.. 30	Malabar	Ha. bk	261	Godia	do	.. 7		Siemssen and Co
.. 30	Sea Queen	B. ship	477	Wharton	Fuchau	.. 21		Engwat and Co
.. 30	Chanticleer	B. str	380	Wood	Tientsin	.. 26		Gilman and Co
.. 31	Ta-kiang	A. str	609	Sanford	Hankow	.. 26		Olyphant and Co
.. 31	Huquong	A. str.	1339	Johnson	do	.. 27		Russell and Co
.. 31	Mandarin	B. str	90	Bissen	Ningpo			J. H. Wignall
.. 31	Whampoa	B. str	115	Buncombe	do			David Sassoon Sons & Co
.. 31	Confucius	Chi. str		Rowse	do			P. Conklin
.. 31	Cissy	B ship	647	Spencer	London	June 2		Shaw, Brothers and Co
.. 31	Panama	B. ship			Hongkong			Bourjau, Hubener & Co
.. 31	Canton	Da. bk	234	Kirchstein	do	Sept 25		Siemssen and Co
.. 31	Aldebaran	Ha. bk	268	Korner	Hamburg	June 2		Siemssen and Co
Nov 1	Osborne	B. schr	327	Stamper	Hakodadi	Oct 22		Dent and Co
.. 1	Eliza Mary	B. schr	126	Dunn	do	.. 22		Byrne and Co
.. 1	Johanna	Ha. bg	140	Thompson	Chefoo	.. 23		Wm. Pustau and Co
.. 2	Spirit of the Times	Ha. sh	1206	Bickert	Hongkong	Sept 29		Olyphant and Co
.. 2	Stephen Glover	A. ship			Calcutta			Augustine Heard and Co
.. 2	Shandon	B. str.	114	Adams	Ningpo			Moses and Co
.. 2	Fei-ma	B. str.	121	Buckland	do			Moses and Co
.. 2	Emperor	B. str.	106	Todd	do			Jarvie, Thorburn and Co
.. 2	Jeddo	B. str.	443	Money				Dallas, Pearson and Co
.. 2	Samuel	B. bark	426	Wizzel				Shaw, Brothers and Co
.. 3	Ceres	Ha. bk	390	Lorenzen	Hongkong	Oct 18		Wm. Pustau and Co
.. 3	Amoy [H I C M S							
.. 3	Waratah	B. str	256	Harris	Ningpo			Moses and Co
.. 3	Governor General	B. str.	528	Bell	do			Dent and Co
.. 3	Mandarin	B. str.	90	Bissen	do			J. H. Wignall
.. 3	Kien-chan [HIMS							
.. 3	Elgin	B. str.	396	Beal	Yokohama	Oct 27		W. R. Adamson and Co
.. 3	Island Queen	B. str	129	Sutherland	Tientsin	.. 29		F. R. Gamwell
.. 4	Shanse	A. str.	1006	Perkins	Hankow	.. 30		Russell and Co
.. 4	Fire Cracker	A. str	561	Pendleton	do	.. 31		Lindsay and Co
.. 4	Whampoa	B. str.	115	Buncombe	Ningpo			David Sassoon Sons & Co
.. 4	Prince of Wales	B. schr	238	Crabb	Swatow	.. 17	General	Dow and Co
.. 4	Geelong	B bark	396	Bowman	Yokohama	.. 24	do	Kunst, Röhl and Co
.. 4	Torrent	A. bark	641	Carlton	Puget Sound	Aug 30	Lumber	H. Fogg and Co
.. 5	Hydaspe	Fr str	680		Hongkong *	Oct 31	Mails, &c	Messageries Imperiales
.. 5	Rona	B. str	478	Hutchinson	Hankow	Nov 1		Jardine, Matheson & Co

* With Mails.

DEPARTURES.

From the anchorage.

DATE	VESSELS.	FLAG & RIG.	Tons	CAPTAIN.	DESTINATION.	CARGO	DESPATCHED BY
Oct 30	Carrington	A. ship	598	Watson	Hongkong	C'ton, &c	Frazar and Co
.. 30	Huntress	A. bark	383	Wheldon	Chefoo	Op., &c.	Frazar and Co
.. 30	Thos. Dryden	B. bark	464	Brown	Hakodadi	Re-expts.	Dent and Co
.. 30	Poyang	A. str.	827	Bryant	Hankow		Olyphant and Co
.. 30	Osprey	B ship	600	Andrews	London	Tea, &c.	Lindsay and Co
.. 30	Smulee	Ha. bk	351	Dabs	Swatow	Sundries	Wm. Pustau and Co
.. 30	Emperor	B. str	106	Todd	Ningpo	Ballast	Jarvie, Thorburn and Co
.. 30	Kiang-se	A. str.	847	Simmons	H'kow & Ports		Russell and Co
.. 30	Hollandia	Du. sh	403	Rigne	Nagasaki	Sundries	Bourjau, Hubener and Co
.. 30	Manilla [H M S			Parsons	Chefoo, &c.		
.. 30	Woosung	B. bark	322	Pontiac	Nagasaki	Ballast	Vaucher, Frères
.. 31	John T. Wright	A. str.	369	Nell	H'kow & Ports		Allen and Co
.. 31	Aden	B. str	507	Wilkinson	Yokohama	Sun., &c.	E. Warden, Agent P. and O. Co
.. 31	Toy Fat	Pru. bk	290	Wesbelt	Fuchau	do	Wm. Pustau and Co
.. 31	Thomas S. Stowe	B. bark	386	Rice	Liverpool	Tea, &c.	Hogg Brothers
.. 31	Lotus	B. str.	650	Hutchison	Hongkong	do	Hogg Brothers
.. 31	Kingsan	A. ship	450	Wills	Fuchau	Ballast	Frazar and Co
.. 31	Voltigeur	Pru. bg	200	Schgrenberg	Chefoo	Op., &c.	Wm. Pustau and Co
.. 31	Louisa	A. str.	80	Pearson			Master
.. 31	Thule [H I C M S						
.. 31	Onward	A. bark	310	Goff	S. F'coo, K'gawa	Re-expts	H. Fogg and Co
.. 31	Renown	B. bark	446	Adams	Fuchau	do	Bourjau, Hubener and Co
.. 31	Whampoa	B str	115	Buncombe	Ningpo	Ballast	David Sassoon, Sons and Co
.. 31	Mandarin	B str.	90	Bissen	do	do	J. H. Wignall
.. 31	Cosmopolite	B. str	540	Lewes	H'kong v. N'po	Effects	Dent and Co
Nov 2	Rajah	B. str.	390	Catto	Chefoo & Taku	Op., &c.	Gibb, Livingston and Co
.. 2	City of Nantes	B. str.	204	Gibson	Tientsin	Tea, &c.	Dow and Co
.. 2	Spirit of the Deep	B. ship	629	Hewitt	London	do	Jarvie, Thorburn and Co
.. 2	H. E. Sutman	A. bark	370	Haybury	Fuchau	Ballast	T. Kroes and Co
.. 2	Wild Pigeon	B. ship	762	Mayhew	Hongkong	Cotton	Olyphant and Co
.. 2	Ningpo	Du bk	513	Nimer	Amoy	Sun., &c.	T. Kroes and Co
.. 2	Yang-tsze	B. str.	700	Hardie	Hongkong	do	Dent and Co
.. 3	Delaware	A. bark	300	Gregg	Fuchau	Cotton	Frazar and Co
.. 3	Henry Harbeck	A. ship	711	True	do	Ballast	Frazar and Co
.. 3	Wandering Wave	A. schr	154	Leighton	Hongkong	do	A. Leighton
.. 3	Lord Macaulay	B ship	840	Case	London	Tea, &c.	Jardine, Matheson and Co
.. 3	Fei-ma	B. str.	121	Buckland	Ningpo	Op., &c.	Moses and Co
.. 3	Sze-chuen	B. str	547	McCombe	H'kow & Ports		Russell and Co
.. 4	Greyhound	B bark	230	Patt	Fuchau	Ballast	Russell and Co
.. 4	Glaremara	B. bark	450	Watson	Fuchau	do	Gilman and Co
.. 4	Kwang-tung						
.. 4	Algerine [H M S						
.. 4	Chanticleer	B. str.	380	Wood	Hongkong	Sun., &c.	Gilman and Co
.. 4	Emperor	B str.	100	Todd	Ningpo	Opium	Jarvie, Thorburn and Co
.. 4	Hellespont	B. str.	350	Mackenzie	Hongkong	Tea, &c.	Nichol Latimer
.. 5	Mandarin	B. str.	95	Bissen	Ningpo	Re-expts.	J. H. Wignall
.. 5	Whampoa	B. str.	115	Buncombe	do	Opium	David Sassoon Sons and Co
.. 5	Governor General	B. str.	528	Bell	do	Re-expts.	Dent and Co

SHIPPING IN HARBOUR AND AT WOOSUNG, NOVEMBER 7, 1863.

MERCHANT STEAMERS.

Vessels.	Date of Arrival	Flag & Rig.	Tons	Captains.	Commanders.	Destination.	Intended de-patch
Anna	Aug 26	A. str	63	Blanchard			
Bo-Peep	June 14	A. str.	73	Cochran			
Bunker Hill	June 14	A. str	63	Dobbyn	Augustine Heard and Co.		
Chusan	Oct 1	B. str	529		Cowie and Co.		
Confucius	Oct 31	Chi. str		Rowse	P. Conklin		
Cricket	June 1	A. str.	81	McDonald			
Defiance	Aug 28	B. str	114	Maddison	A. R. Tilby and Co.	Tug	
Elgin	Nov 3	B. str	396	Beal	W. R. Adamson and Co.	Hongkong	Early
Enterprise		A. str	107	Draper	H. Fogg and Co		
Fame		B. str	117	Thomson	Gilman and Co		
Fire Cracker	Nov 4	A. str	561	Pendleton	Lindsay and Co	Hankow	10th inst
Gorilla		B. str.	85	McColl	E. A. Reynolds		
Huquong	Oct 31	A. str	1339	Johnson	Russell and Co	Hankow	To-day
Hydaspe	Nov 5	Fr str	680		Messageries Imperiales		
Island Queen	Nov 3	B. str.	129	Sutherland	F. R. Gamwell	Tientsin	To-day
Jeddo	Nov 2	B. str.	443	Money	Jarvie, Thorburn and Co		
Little Orphan	June 5	A. str.	160	Benning	Augustine Heard and Co		
London	June 5	B. str.	700	Oliver	Byrne and Co.		
Martin White				Parkes	A. L. Freeman	Tug	
Meteor	June 27	B. str		McCaslin	P. Conklin		
Monitor	Oct 30	A. str.	163	Ballard	Drake and Co.		

MERCHANT VESSELS.—*Continued.*

Vessels.	Date of Arrival	Flag & Rig	Tons	Captain.	Commanders.	Destination.	Intended despatch
Nora Creina	Oct 13	B. str.	93	Wilson	S. Primrose and Co.		
Pembroke	Oct 28	A. str	211	Spencer	Russell and Co		
Pekin	Oct 29	B. str	759	Soames	E. Warden, Agent P. and O. Co	Hongkong *	9th inst
Pootung	Oct 21	B. str.	83	Laity	Byrne and Co.		
Rona	Nov 5	B. str.	478	Hutchinson	Jardine, Matheson and Co.		
Rose	June 20	A. str.					
St. Theodosius	Sept 21	Rus. str	312	Stenroos	Augustine Heard and Co		
Shandon	Nov 2	B. str	114	Adams	Moses and Co.		
Shanse	Nov 4	A. str	1006	Perkins	Russell and Co	Hankow	10th inst
Stork	Sept 29	B. str					
Sycee	May 30	— str					
Tah-wah	Feb 19	A. str.	145	Lovett			
Ta-kiang	Oct 31	A. str.	609	Sanford	Olyphant and Co.	Hankow	To-day
Ta-Yung	Jan 1	B. str.	131	Lawrence	Shaw, Brothers and Co.	Tug	
Titan		B. str		Cockeram	W. R. Adamson and Co.		
Tsatlee	Feb 10	A. str.	60	Stoffels	Russell and Co		
Waratah	Nov 3	B. str.	256	Harris	Moses and Co.	Ningpo	cld 4 inst
William the IV.	Aug 15	B. str.	77	Jenkins	David Reid		

39 *Merchant Steamers.*]

* With the Mails for Europe

MERCHANT VESSELS.

VESSELS.	Date of arrival	FLAG RIG.	Tons	CAPTAIN.	CONSIGNEES.	DESTINATION.	Intended despatch
Adeline	Oct 12	B. brig	235	Ramsey	A. R. Tilby and Co.		
Agincourt	Oct 13	B ship	994	Winchester	Gibb, Livingston and Co.		
Albatros	Oct 28	Ha. bk	350	Kaempffer	Bower, Hanbury and Co.		
Albeharan	Oct 31	Ha. bk	268	Korner	Siemssen and Co.		
Annie	Oct 28	Ha. sh	327	Beug	Bourjau, Hubener and Co.		
Andes	Oct 29	A. ship	459	Bowman	Russell and Co		
Anglo Saxon	Oct 11	B. ship	697	Plummer	Gilman and Co	London	Early
Apollo	Oct 7	Bre bk	420				
Ashmore	Oct 18	B bark	473	Jenkins	Dow and Co.	Ningpo	cld 5 inst
Ballarat	Aug 19	B. ship	700		Chinese Store Ship.		
Balmacarra	Oct 29	B. bark	376	Dunlop	Frazar and Co.		
Black River Packet	Oct 22				Dow and Co.		
Blanche	Oct 13	B. bark	293	Messman	Dow and Co.	Nagasaki	To-day
Canton	Oct 31	Da. bk	234	Kirchstein	Siemssen and Co.		
Ceres	Nov 3	Ha. bk	390	Lorenzen	Wm. Pustau and Co	Ningpo	17th inst
Champion	Aug 30	A. ship	1023	Boyden	Augustine Heard and Co.	Singapore	cld 3 inst
Childe Harold	July 19	B. ship	1036	Gunnion	E. Eaton and Co.	Liverpool	Imdt.
Chrysolite	Oct 13	B. bark	477	Hedley	Bower, Hanbury and Co.		
Cissy	Oct 31	B. ship	647	Spencer	Shaw, Brothers and Co.		
Concordia	Sept 22	Pru. sch	250	Holts	Wm. Pustau and Co	Swatow	cld 6 inst
Cordelia	Oct 13	A ship	666	Gilmour	Frazar and Co.		
Crest of the Wave	Oct 16	B ship	750	Ellis	Gibb, Livingston and Co.		
Cyane	Oct 15	Ha. bk		Petersen	Kunst, Röhl and Co		
Cymbelene	Oct 9	B. bark			Gibb, Livingston and Co.		
Daisy	Oct 13	B. bark	467	McColluck	Johnson and Co	London	Early
Dom Pedro II.	Oct 27	Pru bk					
Dorchester	Aug 21	A. bark	422	Fulton	Frazar and Co.		
Duck	Aug 21	B. schr	142	Aubin	Engwat and Co		
E. E. Willets	Oct 28	A. ship		William	Olyphant and Co.		
Egmont	Oct 23	B. ship	668	Morgan	Lindsay and Co		
Electra	Sept 17	B. ship	696	Woodgate	Dallas, Pearson and Co		
Elizabeth	Oct 29	Swe. bk	417	Trysceling	A. R. Tilby and Co.		
Eliza Mary	Nov 1	B. schr	126	Dunn	Byrne and Co.		
Emanuel	Oct 20	Fr bk	320	Candrog	Rémi, Schmidt and Cie.		
Endeavour	Oct 25	A. ship	1137	Doane	Bull, Purdon and Co.		
Eranee	Sept 22	B. ship	616	Swannon	H. B. Cama and Co	Bombay	cld 5 inst
Fl. Nightingale	Oct 11	B. ship	460	Beard	Jardine, Matheson and Co.	Fuchau	cld 3 inst
Fazel	Oct 29	Da. bk	242	Fischer	Turner and Co.		
Fearless	Oct 13	A. ship	1182	Homans	Augustine Heard and Co.		
Finella	Oct 20	B. ship	448	Murry	A. R. Tilby and Co.	Chefoo	cld 5 inst
Forerunner	Oct 13	B. ship	558	Warden	Order		
Fow Taun	Aug 19	B. ship	1079	Coles	Shaw, Brothers and Co	Liverpool	Early
Geelong	Nov 4	B. bark	396	Bowman	Kunst, Röhl and Co		
General Morgan	Aug 25	A. schr	133	Wheeler	Frazar and Co.	Chefoo	Imdt.
General Putnam	July 26	B. ship	1020	Babson	E. Eaton and Co.	Liverpool	Early
Georgiana	July 28	Fr. ship	466		Trautmann and Co.	Coal Hulk	
Glencoe	Oct 9	A. schr	222	Morgan	Frazar and Co.	Kanagawa	9th inst
Glenhuntly	Sept 7	B. bark	547	Crome	Dow and Co.	Liverpool	Early
Gottland	Oct 6	Swe. bg	272	Weston	H. Stubbendorff and Co.	Tamsui	cld 3 inst
Harvest Queen	Oct 3	A. bark	315	Ellery	Allen and Co		
Hawthorn	Oct 8	B. bark	365	Boulton	Birley, Worthington and Co.	London	Imdt.
Helen Nicholson	Oct 12	B. ship	716	Holliday	Russell and Co	Fuchau	cld 3 inst
Henry Brigham	July 31	A. ship	1065	Potter	Olyphant and Co.		
Heroes of Alma	Sept 30	B. ship	557	Lass	Gibb, Livingston and Co.	London	Early
Independence	Aug 22	A. ship	827	Crowell	Frazar and Co.	Hongkong	10th inst
Indien	Sept 26	Swe. sh	656	Lagus	Siemssen and Co.	Hongkong	Early
Island Queen	Oct 29	B. bark	439	Dickson	Dow and Co.		
Istamboul	Oct 18	B. brig	267	Bardo	Gibb, Livingston and Co.		
J. H. Ransom	Aug 20	B. bark	398	Chapman	W. R. Adamson and Co.	London	cld 4 inst
J. W. Seaver	Oct 13	A. bark	[illegible]	[illegible]	Augustine Heard and Co.		
Johanna	Nov 1	Ha. bg	140	Thompson	Wm. Pustau and Co		
Kaffir Chief	Nov 16	B. bark	400	Harper	Cowie and Co.		
Kensington	Oct 19	B. ship	617	Loftus	Engwat and Co	Amoy	cld 5 inst
Lammermuir	Oct 13	B. ship	960	Jeans	Jardine, Matheson and Co.	London	Early
Lansdowne	Oct 27	B. ship	715	Loovey	Lindsay and Co		
Lizzie Boggs	Oct 13	A. bark	450	Dixey	Augustine Heard and Co.		
Lodore	Oct 19	B. ship	873	Morrison	Birley, Worthington and Co		
Loodiana	Aug 28	B. ship	654	Muir	Shaw, Brothers and Co		
Looleng	Oct 13	Pru. bk	240	Dunn	Thos. Hunt and Co.		
Macduff	July 15	B. ship	1125	Osborn	Hogg Brothers	Liverpool	Early
Macedon	Oct 7	B. bark	496	Summerfield	Wheelock and Co.	Fuchau	cld 5 inst
Magenta	Aug 19	B. ship	826	Janurin	Russell and Co		
Malabar	Oct 30	Ha. bk	261	Godia	Siemssen and Co.		
Malvine	Oct 29	Du. sch	131	Hoegerwerf	Wm. Pustau and Co		
Marquis of Argyle	Oct 30	B. ship	515	Beltwood	Smith, Kennedy and Co.		
Mary	Oct 12	B brig	211	Paranos	Newbery, Eldot and Co.	Chefoo	cld 4 inst
Mary Glover	Sept 27	A. ship	593	Hughes	Frazar and Co.	Fuchau	14th inst
Maryland	Oct 27	A. bark	200	Buckminster	Frazer and Co.	Taku	16th inst
Mary Shepherd	Oct 20	B bark			Fletcher and Co.		
Melbourne	Aug 29	B. bark	594	Smith	Shaw, Brothers and Co	Coal Hulk	
Minerva	Oct 29	B. bark	387	Blanch	A. R. Tilby and Co.		
Moosmie	Aug 21	B schr	446	Green	A. R. Tilby and Co.		
Nelly	Oct 13	B. bark	406	Sampson	Jardine, Matheson and Co.	London	Early
Nestor	Sept 20	A. bark	500	Clautmann	Augustine Heard and Co.		
Ngapuhi	May 9	B ship	545	Spence	Harbor Master	Hulk	
Nimrod	Mar 3	B. bark	262	Mather	Cowie and Co.		
Nonpareil	Aug 20	A. ship	1431	Smith	Augustine Heard and Co.		
Northern Light	Feb 24	B. ship	1380		Gibb, Livingston and Co.	Coal Hulk	
Oldenbarneveld	July 24	Du. sh	572	Duwel	T. Kroes and Co.		
Osborne	Nov 1	B. schr	327	Stamper	Dent and Co		
Our Queen	Aug 24	B. bark	461	[illegible]	Gilman and Co	Liverpool	8th inst
Pacific	Oct 29	A. bark	486	Morser	S. H. Clarke		
Panama	Oct 31	B. ship			Bourjau, Hubener and Co.		
Paragon	Aug 1	Sia. sh	750		A. R. Tilby and Co.		
Penguin	Oct 13	B. schr	194	Thompson	Bower, Hanbury and Co.		
Penguin	Oct 25	A. bark	583	Brereton	Olyphant and Co.		
Philip I	Aug 10	A. bark	293	Oakman			
Philipp I.	Sept 20	Ha. sh	515	Koch	Hogg Brothers	London	Early
Picciola	Oct 30	Ha. bk	230	Krole	Siemssen and Co.		
Pons Ælie	Aug 20	B. bark	400	Brazlehole	A. R. Tilby and Co.	Coal Hulk	
Prince Eugène	Oct 12	Fr. sch		Johnson	Fajard, Schauwecker and Co.	Hankow	Early
Prince of Wales	Nov 4	B. schr	238	Crabb	Dow and Co.		
Princess Royal	Aug 29	B. ship	1245	Watson	John Peters	Liverpool	Imdt.
Princess of Wales	Oct 13	B. ship	332	Barron	Smith, Kennedy and Co.		
Ranee		B. ship	590	Wainwright	Shaw, Brothers and Co	Liverpool	To-day
Rhine	Oct 1	B. ship	608	Little	Dow and Co.	Liverpool	Early
Rolla	Oct 23	B. brig	144	Dahn	Wm. Pustau and Co	Chefoo	Early
Royal George	Sept 4	B. ship	545	Bell	Lindsay and Co		
Russalka	Oct 27	Rus. sch			Wm. Pustau and Co		
Samuel	Nov 2	B. bark	436	Wizzel	Shaw, Brothers and Co		
Samuel Stoddart	Aug 22				David Reid	Coal Hulk	
Sappho	Oct 8	B bark	374		Jarvie, Thorburn and Co		
Sarah	Oct 18	A. bark	262	Van Namee	H. Fogg and Co.		
Sarah Emma	Aug 31	B. ship	1097	Wingate	Hogg Brothers	Liverpool	cld 4 inst
Sea Queen	Oct 30	B. ship	477	Wharton	Engwat and Co		
Sea Serpent	Oct 18	A. ship	1337	Thorndike	Wheelock and Co	Fuchau	cld 6 inst
Singapore	Oct 24	Bre. sch	275	Holles	Bourjau, Hubener and Co.		
Sir H. Parkes	Oct 13	B. ship	866	Chapman	Shaw, Brothers and Co.		
Sophie	Oct 13	Ha bg	228	Marten	Siemssen and Co.		
Speedy	Oct 13	B. brig	265	Latchell	Fletcher and Co.		
Spirit of Trade	Sept 18	B. bark	502	Sampson	Gibb, Livingston and Co.		
Spirit of the Times	Nov 2	Ha. sh	1206	Bickert	Olyphant and Co.		
Star	Oct 12	A. brig	250	Sparrow	Frazar and Co.		
Star King	Oct 13	A bark	890	Smith	Olyphant and Co.		
Star of Peace	Oct 26	B. bark	293	Eames	Chapman, King and Co.	Chefoo	Early
Star of the North	Aug 22	B. ship	934	Patterson	A. Ellissen and Co.	London	Early
Star Queen	Aug 13	B. ship	730	Eves	Smith, Kennedy and Co.	London	Early
Stephen Glover	Nov 2	A. ship			Augustine Heard and Co.		
Strathallan	Oct 26	B. ship	553	Paddle	Jardine, Matheson and Co.		
Surat	Aug 19	B. ship	999	Fitzgerald	Dow and Co.	London	Early
Tasso	Oct 23	B. bark	264	Halmwood	Angel and Co.	Chefoo & Taku	To-day
Tchapou	Aug 19	Fr bg	148	Guimbertean	Vaucher Frères		
Thetis	Oct 23	Swe. bk	475	Rohdin	Johnson and Co		
Thomas Royden	Oct 27	B. ship	891	Smith	Augustine Heard and Co		
Torrent	Nov 4	A. bark	641	Carlton	H. Fogg and Co.		
Troy	Oct 28	B. ship	730	Burrows	Dow and Co.		
Victoria	Sept 14	Ha. sh	516	Hansen	Wm. Pustau and Co	Liverpool	Early
W. Chandler	Oct 26	B. ship	705	Miller	Fletcher and Co.		
Weymouth	Oct 23						
Wilhelmine	Sept 17	Me. bg	250	Knaack	Frazar and Co.	New York	9th inst
Woodville	Oct 23	B. bark	361	Lawrence	Oxford and Co.	Hongkong	Early
Young England	Aug 31	B. ship	1017	Smith	John Peters	Liverpool	Early
Zingari	Oct 13	B. ship	485	Gould	Maitland, Maclean and Co.		

143 *Merchant Vessels.*]